



EXECUTIVE COMMITTEE AGENDA
Room 700, Law and Justice Center

November 12, 2003

4:30 p.m.

1. Call to Order
2. Chairman's Approval of Minutes – October 14, 2003
3. Appearance by Members of the Public
4. Departmental Matters
5. Report of Standing Committees:
 - A. Executive Committee - Chairman Sweeney
 - 1) Items to be Presented for Committee Action:
 - a) REAPPOINTMENTS:

McLean County Regional Planning Commission
Mr. Don Fernandes
#3 Somerset
Bloomington, IL 61701
Appointed to a three year term to
expire on December 31, 2006

Mr. John Hanson
21 Buckhurst Circle
Bloomington, IL 61701
Appointed to a three year term to
expire on December 31, 2006

McLean County Extension Board

Ms. P.A. "Sue" Berglund
1019 East Olive Street
Bloomington, IL 61701
Appointed to a one year term to
expire on November 30, 2004

Ms. Diane Bostic
907 Mitsubishi Motorway
Normal, Illinois 61761
Appointed to a one year term to
expire on November 30, 2004

Mr. Bob Nuckolls
8 Scofield Court
Bloomington, IL 61704
Appointed to a one year term to
expire on November 30, 2004

McLean County Housing Authority

D. Gene Justin
Rural Route 3
Bloomington, IL 61704
Appointed to a five year term to
expire on December 26, 2008

APPOINTMENTS:

McLean County Regional Planning Commission

Mr. Bernard E. Anderson
12 Hidden Lake
Bloomington, IL 61704
Appointed to a three year term to
expire on December 31, 2006

RESIGNATIONS:

McLean County Regional Planning Commission

Mr. James Pearson
14 Hearthstone Court
Bloomington, IL 61704

- b) Introduction and Presentation by Candidates
who are seeking Appointment to Board
District #4 Seat

- | | | |
|----|-----------------|-----|
| 1) | Mr. Gordon Ropp | 1-2 |
| 2) | Mr. David Hole | 3-4 |
| 3) | Ms. Ann Harding | 5-8 |

c)	Request Approval of a Resolution of Appreciation for former Board Member Susie Johnson	9
d)	Request Approval of Contract with BCSC Technology Solutions for Windows 2003 Implementation Assistance – Information Services	10-11
e)	Request Approval to discard proposals Received and issue new Request For Proposals for a Property Tax Software System – Information Services	12
f)	Request Approval to purchase Microsoft Licensing Under the Government Services Administration (GSA) Contract – Information Services	13
g)	Request Approval of a Resolution Approving The Use of County Board Room Audio System at Oversight Committee Meetings – Rules Subcommittee	14-15
2)	<u>Items to be Presented for Information:</u>	
a)	Information Services – Monthly Status Report	16
b)	General Report	
c)	Other	
B.	Transportation Committee - Chairman Bass	
1)	<u>Items to be Presented to the Board:</u>	
a)	Request Approval of 2003 Downs Road District Non-MFT Bridge Repair Petition	
b)	General Report	
c)	Other	
C.	Finance Committee – Chairman Sorensen	
1)	<u>Items to be Presented to the Board:</u>	
a)	Request Approval of an Amendment to a Service Contract between the Sidwell Company and McLean County, Illinois: GIS Cadastral Mapping Services – Supervisor of Assessments Office	17-21
b)	General Report	
c)	Other	
D.	Justice Committee – Chairman Renner	
1)	<u>Items to be Presented for Committee Action:</u>	
a)	Request for Approval of an Intergovernmental Agreement between the Illinois Department of Public Aid and the McLean County State's Attorney's Office for the IV-D Child Support Enforcement Program	22-52

- 2) Items to be Presented to the Board:
 - a) Request Approval of Work Order Number 12 for Professional Services Agreement with Northrop Grumman Space and Mission Systems, Inc. – Court Services Department - Juvenile Detention Integrated Justice Information System Module 53-55
 - b) Request Approval of an Agreement to Provide Professional Consulting Services to the County of McLean, Illinois – Sheriff's Fee Service Study 56-69
 - c) General Report
 - d) Other

- E. Land Use and Development – Chairman Gordon
 - 1) Items to be Presented to the Board:
 - a) Request Approval to Vacate a 10 foot Portion of a 40 foot setback – File S-03-12
 - a) General Report
 - b) Other

- F. Property Committee – Chairman Bostic
 - 1) Items to be Presented for Action:
 - a) Request Approval of an Emergency Appropriation Ordinance Amending the Fiscal Year 2003 Combined Annual Appropriation and Budget Ordinance, Facilities Management, Department 0041, Health Department Building, 0046 70-71
 - b) Request Approval of Watercraft Lease Agreement with Illinois State University – Parks and Recreation Department 72-78
 - 1) Items to be Presented to the Board:
 - a) Report on Bid Opening of October 30, 2003, and Recommendation for approval of Contract to purchase McBarnes Memorial Building – Facilities Management 79-84
 - b) Request Approval of 2004 Approved Vendor List for Janitorial and Paper Supply – Nursing Home
 - c) General Report
 - d) Other

- G. Report of the County Administrator
 - 1) Items to be Presented for Action:
 - a) Review of Fiscal Year 2004 Recommended Budget:
 - 1) County Board 85-89

1) Items to be Presented for Information:

- a) General Report
- b) Other

H. Presentation of the Fiscal Year 2003 Recommended Budget

1) Consideration of Recommended Fiscal Year 2003

Departmental Budgets:

- a) Request Consideration and Approval of Departmental Budgets under the Oversight of the Executive Committee – Vice Chairman Sorensen 90
 - b) Request Consideration and Approval of Departmental Budgets under the Oversight of the Finance Committee – Chairman Sorensen
 - (1) Request Consideration of Bloomington Election Commission Departmental Budget – Presented without Recommendation from the Finance Committee 91-93
 - c) Request Consideration and Approval of Departmental Budgets under the Oversight of the Justice Committee – Chairman Renner 93-98
 - d) Request Consideration and Approval of Departmental Budgets under the Oversight of the Land Use and Development Committee – Chairman Gordon 98
 - e) Request Consideration and Approval of Departmental Budgets under the Oversight of the Property Committee – Chairman Bostic 99-100
 - f) Request Consideration and Approval of Departmental Budgets under the Oversight of the Transportation Committee – Chairman Bass 101-102
- 2) Request Approval of the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance, as recommended by the Oversight Committees 103-107
- 3) Request Approval of the McLean County 2003 Tax Levy Ordinance 108-126
- 4) Request Approval of the Amendment to the Full Time Equivalent (FTE) Resolution for Fiscal Year 2004 127
- 5) Request Approval of the Five Year Capital Improvement Budget, as recommended by the Oversight Committees

6. Other Business and Communications

7. Recommend Payment of Bills and Approval of Transfers, if any, to County Board

8. Adjournment

October 31, 2003

Michael Sweeney, Chairman McLean County Board
McLean County Board
Law and Justice Center
Bloomington, IL

Dear Mr. Sweeney:

As a life long resident of McLean County, a Republican, and a person who has the time, knowledge, and energy to serve as a member of the McLean County Board, I am asking to be considered as an appointee to the now vacated position in the district in which I live.

I am inclosing my resume for your review.

Sincerely,

A handwritten signature in cursive script that reads "Gordon Ropp". The signature is fluid and stylized, with the first name "Gordon" and last name "Ropp" clearly legible.

Gordon Ropp
2418 Ropp Rd.
Normal, Illinois 61761

GORDON ROPP
2418 ROPP RD.
Normal, Illinois 61761

Professional Experience:

- Retired January 2003
- Substitute Teacher Unit 5
- Illinois Department of Transportation 1999-2003
- Secretary of State 1993-1998
- State Representative 1978-1992
- Dairy Farmer 1973-1977
- Illinois Director of Agriculture 1970-1973

Education:

- Graduated University of Illinois, 1955, BS Degree, Agriculture
- Graduated NCHS 1951

Civic Activities:

- 4H Leader 49 Years Silverleaf Lets Go Agr
- Normal Rotary Club Past President, ADG
- Masonic Lodge, Bloomington 43
- McLean County Shrine
- Sunday School Teacher First Baptist Church
- Young Men's Club
- Former Commander Bloomington National Guard

Honors:

- Member of State 4H Family Spirit Award 2003
- Hobert Medal
- WJBC Spirit of McLean County Award

References Furnished on Request

David W. Hole
1612 Tompkins Dr.
Normal, IL 61761
(309) 451-9561
Email : david.hole@verizon.net

November 6, 2003

Chairman Michael F. Sweeney
McLean County Board
Room 701, Law & Justice Center
104 W. Front St.
Bloomington, IL 61702-2400

Letter Of Intent - McLean County Board District #4

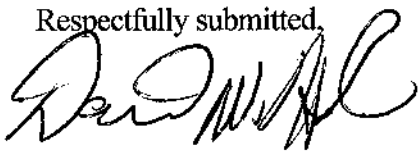
To The Honorable Michael Sweeney, Chairman McLean County Board,

I am a resident of McLean County District #4 and a registered Republican voter. I submit my name for consideration and appointment to the vacant County Board seat representing District #4.

I am a fiscal moderate with social and religious ties to the community, able to understand and represent the people in my district and the needs of McLean County. My political experience and over 23 years of military and government service gives me a broad perspective and understanding of diverse views.

The future of McLean County has great promise. To ensure that promise, our County Board must balance the constraints of today with the needs of tomorrow. A responsible and balanced approach to our challenges begins with choosing the right person to represent District 4.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'David W. Hole', written over a horizontal line.

David W. Hole

Biographic Excerpts Attached

Biography of David W. Hole

David has worked as an analyst with State Farm Insurance Companies since 1998, working in the areas of organizational development, communication planning and change management.

Prior to joining State Farm, David served the United States Army in a variety of leadership positions from June 1975 until retiring at the rank of Master Sergeant in September of 1998. In his twenty-three years of government service David's assignments included;

- 1st Ranger Battalion at Fort Stewart, Georgia
- Explosive Ordnance Disposal at Fort Stewart, Georgia
- Federal Bureau of Investigation, Headquarters in Washington, D.C.
- Operation Desert Shield and Desert Storm
- Various other leadership positions

David was recognized for his superior service with the following awards;

Bronze Star	Legion of Merit
Meritorious Service Medal	Army Commendation Medal
Army Achievement Medal	National Defense Service Medal
South West Asia Service Medal	Good Conduct Medal

David has a long history of social service and political involvement

- Membership in veteran's organizations
- Membership and leadership positions in non-profit organizations
- Membership in churches and religious social organizations
- Volunteer in fund raising and social cause events
- Volunteer, Share-Fest 2003

- Campaign Manager and Chairman, Committee to elect Bruce DeLashmit, 2002
- 1996 Republican Party Volunteer, O'Fallon, MO
- Volunteer, 1992 Bush – Quayle Campaign, Sioux City, IA

David and his wife Chris live in Normal, Illinois. They have 2 daughters; Cathryn, who lives in Tucson, Arizona and Kimberly who lives in Bloomington.

November 7, 2003

Michael Sweeney
McLean County Board Chairman
104 E. Front St.
Bloomington, IL 61701

Dear Mr. Sweeney,

I am writing to express my interest in filling the vacancy on the McLean County Board for District 4. Please consider my attached resume when reviewing candidates. I can be reached during the day at the Career Center at Illinois Wesleyan University at 556-3326. My home phone is 452-3417.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ann Harding".

Ann Harding

Attachment: resume

Ann Harding
1601 Gregory
Normal, IL 61761
(H) 309-452-3417
(W) 309-556-3326
aharding@titan.iwu.edu

EMPLOYMENT

Illinois Wesleyan University Career Center, Bloomington, IL

Assistant Director/Internship Coordinator May 1997-Present

Internship Coordinator September 1988-May 1997

Position holds responsibilities for administering existing internship and experiential learning programs designated to assist students in career decision-making. Responsibilities also include developing and promoting new internship opportunities and contribute significantly to the educational and public relations objectives of the Career Center.

SPECIFIC DUTIES INCLUDE:

Student Advising

Assist IWU students and alumni with career development issues particularly relating to the exploration stage.

- Advise students regarding experiential learning opportunities to assist them in career decision-making.
- Assist students with conducting informational interviews, writing resumes, completing applications, and preparing for interviews.
- Present seminars and outreach programs regarding career exploration techniques and resources.

Program Administration and Development

Administer and expand the IWU internship programs for all academic terms and majors.

- Establish a working relationship with local and regional organizations and businesses to maintain sponsorship base. Solicit participation from new sponsors, as appropriate.
- Coordinate application procedures. Advise students regarding educational policy of academic credit for internship participation. Assist students with procedures and develop appropriate resources for assisting students and faculty with implementing policy.
- Maintain regular and proactive communications with academic departments.
- Prepare promotional materials for advertising programs to students and sponsors.
- Monitor student progress during internship experience and conduct on-site visitations.
- Develop appropriate training and evaluation measures for ensuring program accountability and quality.
- Host annual Internship Fair representing all areas of study. Generally attracts over 70 employers and hundreds of students.

Development

- Create new opportunities for students by pursuing relationships with regional, national, and international organizations. Initiate new programs.
- Coordinate on-campus recruiting for internships/summer jobs.

Information Management

- Maintain a system of current resources, continuously updating 1) a computerized database of internship programs, and 2) announcement notebooks and reference files for internships, summer jobs, summer camps.
- Maintain a tracking system for student and sponsor participation.
- Recommend for purchase library materials of an experiential nature.

Additional Responsibilities

- Assist Career Counselor with preparation for and teaching a six-week career-planning course, CE200Y: Career/Internship Preparation.
- Supervise two career peer advisors assigned specifically to promote the internship programs.
- Represent the Career Center at committee meetings and professional association meetings.
- Perform other duties in support of the comprehensive career services provided by the Career Center.

PROFESSIONAL AFFILIATIONS

Illinois Small College Placement Association

Past President 2003-present

President 2002-03

Vice President 2001

CareerFest 2000 Co-Chair 2000

CareerFest Student Registration Chair 1999, 2000 2001, 2002

(CareerFest is a job fair held at Drury Lane Theatre open to students representing 31 small colleges in Illinois)

Bloomington-Normal Human Resource Council

Communications Co-Chair 1999

Presenter 1996

Midwest Cooperative Education Association Member

National Society of Experiential Education Member

Washington Center

Campus Liaison

National Advisory Board for New York City Semester, Pace University, New York, NY

PRESENTATIONS

Various University functions aimed at attracting top high school graduates

Bloomington Normal Insurance Association

Workforce 2000

Bloomington/Normal Human Resource Council

How to Woo Top College Graduates

Chamber of Commerce

Work Force 2000: Wooing the Candidates

COMMUNITY AND UNIVERSITY SERVICE, DISTINCTIONS

IWU Internship Liaison Committee Member 1998-present

Illinois Wesleyan University Community Forum Planners 2001-present

Illinois Wesleyan University Recognition Committee Member 1997-present

Future Law Enforcement Professionals of Illinois Wesleyan University

Founding Chapter Advisor 2001

Young Republicans, Illinois Wesleyan University Chapter 2000-present

Advisor

SunRise Rotary of Bloomington-Normal

Past President 2001

Paul Harris Award winner 2001 (highest honor awarded by Rotary)

Steering Committee Chair for Rotary Lodge at Timber Point Outdoor Center 2001-present

President 2000-2001

President Elect 1999-2000

Board Member 1997-2001

Rotarian of the Year 1995

Easter Seals UCP

Advisory Board member 20001- present
A Grape Soiree Art & Wine Auction Chair 2000, 01, 02
Telethon Committee Member 2001
VIP Team Captain 1998

American Red Cross

Board Member 1997-2003
Second Chair-2002-03
Strategic Planning Committee Chair 2001
Publicity Chair-1999-2001
Financial Development Committee 1997-98
Luminary Committee Member 1998
Luminary Co-Chair 1997
Ride for Relief Volunteer

Spirit of Success Award Winner 2001

First winner of award established to honor Gale Keeran's memory established by Illinois Heart & Lung Foundation for "representing the spirit, energy and enthusiasm of our community"

Bloomington/Normal Human Resource Council 1997-2002

Communication Co-Chair 2000

BroMenn Advisory Board Member 1998-2003

Community Foundation

Board Member 1999-2001

Court Appointed Special Advocate (CASA)

Celebrity Waiter 1997

Festival of Trees

Special Areas, Major Silent Auction Item Chair 1996, 97

United Way

Illinois Wesleyan University Pacesetter Campaign member 1997

The YWCA Women of Distinction

Corporate Sponsorship Committee 1995, 96, 97, 98
Woman of Distinction Nominee 1999, 2000

EDUCATION

Southern Illinois University, Carbondale IL

Bachelor of Arts Degree
Journalism Major Consumer Economics Minor

RESOLUTION of the McLEAN COUNTY BOARD
IN RECOGNITION OF
SUSIE JOHNSON

WHEREAS, Susie Johnson has faithfully served the McLean County Community through her leadership and dedicated service as a member of the McLean County Board, having been first elected to the County Board in 2000 and then re-elected in 2002 to serve the citizens of District #4; and,

WHEREAS, Susie Johnson has served as a member of the following County Board Committees: Justice Committee, Transportation Committee, Land Use and Development Committee and the Liquor Control Commission; and,

WHEREAS, Susie Johnson has served the McLean County Board and the McLean County Community through her leadership as Vice Chairman of the Land Use and Development Committee, and, in this position, she exercised her leadership role on issues of critical importance to McLean County Government, including the preservation of farmland and comprehensive regional land use planning; and,

WHEREAS, Susie Johnson has served the McLean County Board and the McLean County Community as a member of the Justice Committee where she has exercised her leadership role on issues of critical importance to McLean County Government, including the Integrated Justice Information System and the study of alternatives to incarceration; and,

WHEREAS, Susie Johnson has generously offered her many talents and her time in the service of McLean County and the McLean County Board and, in so doing, Susie Johnson has improved the quality of life for all the citizens of McLean County; and,

WHEREAS, it is fitting and appropriate for the McLean County Board to recognize the accomplishments, dedicated service, and contributions of Susie Johnson to the McLean County Community; now, therefore,

BE IT RESOLVED by the McLean County Board, now meeting in regular session on this the 18th day of November, 2003, that the McLean County Board expresses its sincere appreciation to Susie Johnson for her contributions to issues of community interest and wishes her well in her future endeavors.

ADOPTED by the McLean County Board this 18th day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval of
Contract with BCSC Technology Solutions
For Windows 2003 Implementation Assistance**

To the Honorable Members of the Executive Committee:

Information Services requests approval of the attached contract with BCSC Technology Solutions, in the amount of \$13,500, for assistance in the implementation of Windows and Exchange 2003. In April, BCSC was awarded the design contract and has worked closely with Information Services in designing our implementation process.

Illinois law ILCS 5/5-1022 (d) states "Notwithstanding the provisions of this Section [purchasing], a county may let *without advertising for bids* in the case of purchases and contracts, when individual orders do not exceed \$25,000, for the use, purchase, delivery, movement or installation of *data processing equipment, software, or services and telecommunications and inter-connect equipment, software and services*".

I respectfully request approval of the attached contract and will be happy to answer any questions you may have.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", is written over a horizontal line.

Craig Nelson
Director, Information Services.



October 21, 2003

McLean County Law & Justice Windows 2000/2003 Server Upgrade Testing & Deployment Service offering

Rates reflect all applicable discounts

3 phases
One week Lab testing
One week Pilot Technical users/Highway Department
On site 1 day per week x 4 weeks during deployment for questions or troubleshooting

Consulting Engineer-Josh Krueger

Hourly	Weekly	Savings
\$170	\$6,800	
\$153	\$6,120	
\$145	\$5,800	
Incentive Rate	\$4,500	\$1,300
Total savings		\$3,900
3 phases 3 projects		\$4500 x 3 weeks
Total Project Investment		\$13,500

Authorized Signature

Date

Michael F. Sweeney, Chairman, McLean County Board

Peggy Ann Milton, County Clerk, McLean County Board

Before/after hours and Saturdays are billed at time and 1/2
Time over 40 hours per week is billed at time and 1/2
Sundays and Holidays are billed at double time
Rates in effect till 12/31/2003



INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Request for Approval
To Discard Proposals Received
And Issue New Request For Proposal**

November 4, 2003

To the Honorable Members of the McLean County Executive Committee:

On October 24, 2003 Information Services received three proposals regarding a Property Tax Software System that were Received in response to a Request For Proposals issued through Information Services.

In reviewing the request that I published, it has been brought to my attention that I inadvertently included language that does not accurately represent the current needs of McLean County. As a result, I feel that the vendors who submitted proposals were given an inaccurate picture of McLean County's needs.

I have reviewed the situation with County Administration and the Civil Assistant State's Attorneys.

I respectfully request that the County Board discard the proposals received, and grant Information Services permission to issue an RFP that more accurately represents the needs of the County.

I sincerely apologize to County Administration and the McLean County Board for any inconvenience brought about by my mistake.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Craig Nelson", with a long horizontal flourish extending to the right.

Craig Nelson
Director
McLean County Information Services



INFORMATION SERVICES
(309) 888-5100 FAX (309) 888-5209
104 W. Front, Room 702, P.O.Box 2400 Bloomington, Illinois 61702-2400

**Request for Approval
To Purchase Microsoft Licensing
Under the Government Services Administration (GSA) Contract**

November 5, 2003

To the Honorable Members of the McLean County Executive Committee:

I respectfully request permission to purchase Microsoft licensing under the GSA bid contract (GSA1031031).

The software to be purchased will allow the County to upgrade its Servers and email system to Windows 2003. The items and costs are described below.

Sufficient monies budgeted for this purpose remain within the Fiscal Year 2003 budget of Information Services.

Description	Qty	Unit	Extended
Windows 2003 Std Edition	15	\$493.39	\$7,400.85
CD Media for the Above	1	\$25.00	\$25.00
Windows 2003 Server Client	500	\$19.77	\$9,885.00
Exchange 2003 Client	500	\$45.80	\$22,900.00
Exchange Server Std Edition	6	\$452.82	\$2,716.92
CD Media for the Above	1	\$25.00	\$25.00
Exchange 2003 Enterprise	1	\$2,746.53	\$2,746.53
CD Media for the Above	1	\$25.00	\$25.00
Total			\$45,724.30

County purchasing policy states (Chapter 17.59-5) "Items Purchased Through Intergovernmental Purchasing County departments may participate in inter-governmental purchasing. In these instances, these departments may not follow strictly the procedures set forth in policies. All departments utilizing this method shall file all purchasing documentation with the County Administrator and County Auditor. Items purchased through Inter-governmental Purchasing must conform to State law governing such purchasing."

As a result, these machines and prices have already been through a formal bidding procedure, and the purchase mirrors the process used in purchasing under the State of Illinois contract.

I request approval of the purchase described above and will be happy to answer any questions you may have.

Respectfully submitted,

Craig Nelson
Director
McLean County Information Services

RESOLUTION OF THE McLEAN COUNTY BOARD
APPROVING THE USE OF THE COUNTY BOARD ROOM AUDIO SYSTEM
AT OVERSIGHT COMMITTEE MEETINGS

WHEREAS, the McLean County Board has received a request from a local radio station asking that the audio system in the County Board Room, Room 700, Law and Justice Center be used at all Oversight Committee meetings; and,

WHEREAS, the Rules Subcommittee of the Executive Committee has carefully reviewed this request has considered the impact that this recommendation will have on various County Board Oversight Committees and the County offices and departments; and,

WHEREAS, the Rules Subcommittee and the local radio station have agreed that the audio system in the County Board Room will be used for any Oversight Committee meeting whenever a radio station, television station, and/or newspaper makes a formal request, either verbal or written, to the Office of the County Administrator at least 24 hours prior to the time of the Oversight Committee meeting; and,

WHEREAS, the Executive Committee, at its regular meeting on Wednesday, November 12, 2003, recommended approval of the recommendation received from the Rules Subcommittee; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

- (1) The McLean County Board hereby approves the recommendation received from the Rules Subcommittee to use the audio system in the County Board Room for any Oversight Committee whenever a radio station, television station, and/or newspaper makes a formal request, either verbal or written, to the Office of the County Administrator at least 24 hours prior to the time of the Oversight Committee meeting.
- (2) The McLean County Board hereby requests that the County Administrator forward a certified copy of this Resolution to all radio stations, television stations, and newspapers on the County's media distribution list.
- (3) The McLean County Board hereby requests that the County Clerk provide a certified copy of this Resolution to the County Administrator and the Director of Facilities Management.

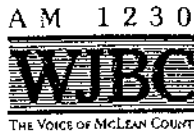
ADOPTED by the McLean County Board this 18th day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



September 3, 2003

Mike Sweeney-McLean County Board Chairman
Law and Justice Center Room 701
Bloomington, IL 61701

Dear Mike,

Please consider this a formal request for use of the sound system at future committee meetings. I am aware WJBC does not attend every committee meeting, but we want to make sure that when we are aware of pertinent issues, we can cover them in the same manner we cover final decisions made at the county board meeting.

I believe it's important for us to use broadcast quality audio of comments by committee members debating an issue. At the most recent finance committee meeting, we were not able to pick up comments during the questioning of Recorder Ruth Weber about the operation of her office. That left our reporter scrambling after the meeting to get comments from Weber and other board members who were leaving quickly.

I hope you know I appreciate the fact that this request places a new requirement on the facilities staff. I hope that it would be possible for the staff to set up during the day and perhaps take down the equipment the next day. I understand there is a concern about sound problems and how that would be handled if a facilities person was not available during a committee meeting. However, I would rather run the risk of the occasional problem than regularly having no useable audio from committee meetings.

Please feel free to call me if you would like to discuss this more. I really appreciate your consideration and I look forward to hearing from you.

Sincerely,

Colleen Reynolds





INFORMATION SERVICES

(309) 888-5100 FAX (309) 888-5209

104 W. Front, Room 702, P.O.Box 2400

Bloomington, Illinois 61702-2400

**Information Services Status Report
November 13, 2003**

To the Honorable Members of the McLean County Executive Committee and the McLean County Board:

Following is a brief summary of issues addressed by Information Services since my last report in September.

General Administration:

Submitted new work order for work with Northrop Grumman

Investigating telephonic auto-attendant options

Investigating Industrial Speed Printing capability

Received Property Tax Cycle Request For Proposal

Hardware/Network

Re-initiated Windows 2000 project

Handled multiple Microsoft Security patch releases

Prepared and installed new computers

Programming/Database/Web

Evaluating Cardiff software and forms (automated forms scanning) –

Working on State mandated racial profiling solution

Released Public Access to Circuit Clerk records on our website

Respectfully submitted,

Craig Nelson

Craig Nelson

Director of McLean County Information Services

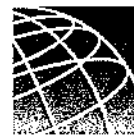
CONTRACT
AMENDMENT

CADASTRAL DATA
MAINTENANCE SERVICES

Submitted to:

McLean County

ILLINOIS



SIDWELL

Providing clients with
REAL *Results*



Contract Amendment

CONTRACT AMENDMENT

THIS AGREEMENT entered into this _____ day of _____, 2003 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "Sidwell," party of the first part, and MCLEAN COUNTY, Illinois, a government entity, hereinafter called "the County," party of the second part, WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing professional Cadastral Data Maintenance Services for various governmental agencies in the United States; and

WHEREAS, McLean County is desirous of amending its standing agreement and of having The Sidwell Company provide professional Cadastral Data Maintenance Services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows;

TECHNICAL SCOPE OF SERVICES

The Sidwell Company will perform the services and deliver the products described in the technical work plan that follows. The project area includes all of McLean County, Illinois.

This Contract Amendment formally amends our service contract. Specifically, we have agreed to modify the standing mapping services agreement as follows:

- To provide for the maintenance of the McLean County GIS database
- To outline the workflow for service performed on the GIS database
- To establish a per-parcel fee for work performed on the GIS database





Contract Amendment

The existing "Service Contract between McLean County, Illinois and The Sidwell Company" (dated June 14, 1977) provides for Sidwell to perform the "servicing, updating and other services related to the cadastral aerial tax parcel maps of McLean County, Illinois, prepared under a contract dated February 20, 1974." This Contract Amendment, which provides for "renegotiation concerning the services provided," is still in force as of this date.

McLean County has recently acquired a countywide, cadastral GIS database. This amendment modifies the original service contract by including the maintenance of the McLean County GIS database in the scope of services provided by Sidwell. All work performed by Sidwell on that database will be under your direct management and with your authorization.

The workflow that will be followed to bring the GIS database up-to-date and to provide ongoing maintenance will be as follows:

- Secure and sort (Area [Geographic Township] and Section) the documents that need to be processed.
- Obtain a list of the most current parcel numbers from McLean County. We will also add a column to our PCS (Parcel Control System) to distinguish between the City of Bloomington Township parcels and those within the remainder of the county. This will allow us to track the work performed for billing purposes.
- Extract the parcel numbers from the GIS.
- Compare the data from both sources and report all of the differences.
- Compare the list of mismatched parcels against our PCS database to determine which parcels are active and which have been made inactive.
- Beginning in the most active Areas (Geographic Townships) of the county, process the documents and add the updated information to the GIS.
 - Make a laser plot of the area affected by the update.
 - Generate a change record form for the parcels removed and the new parcels added. To avoid any confusion, these change records will be in a different color from those normally generated through our map maintenance procedures.
 - Check the PCS program to make sure that the information previously entered in the program coincides with the update to the GIS.
 - If the work was not previously entered in the PCS program, add in the information per standards.
 - As each section is completed, review the list of mismatched parcels to make sure that all of the update work is accounted for.
 - When a section is complete, check the work for completeness, accuracy, and adherence to the standards of the GIS Geodatabase.
 - Upon completion of an area, forward the updated file, the laser plots, the change records, and the updated PCS file to the appropriate offices.
- Throughout the normal functions of updating, if we should find that the data is possibly incorrect we will notify the county with our concerns.





PROJECT COSTS

The scope of work outlined above will be invoiced on a per parcel basis. The parcel count computation will include parcels added and removed from the parcel database.

Our fee for platted subdivisions will be **\$15.00 per parcel**.

Our fee for all other areas of the county will be **\$19.00 per parcel**.

This Contract Amendment, as heretofore described, made and entered into on this _____ day of _____, 2003.

THE SIDWELL COMPANY

MCLEAN COUNTY, ILLINOIS

By *Neal Carpenter*

Neal Carpenter, Executive Vice President

By _____

County Board Chairman, McLean County

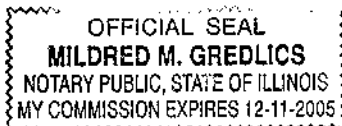
Contract Amendment

NEAL CARPENTER personally
appeared and signed before me as an
officer and agent of said corporation this

31 day of October, 2003.

Mildred M. Gredlics

Notary





Contract Amendment


AFFIDAVIT OF EQUAL OPPORTUNITY

As a condition of continuing a contractual or business relationship with McLean County, Illinois it is hereby certified that this contractor or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex (except where sex is a bona fide occupational qualification), or national origin. This shall include handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

In signing this affidavit, the bidder or contractor further certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments; and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex (except where sex is a bona fide basis for segregated facilities), or national origin, including handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation, because of habit, local custom or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

THE SIDWELL COMPANY


Neal Carpenter
Executive Vice President



INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS DEPARTMENT OF PUBLIC AID
AND THE MCLEAN COUNTY STATE'S ATTORNEY

Pursuant to the authority granted by Article VII, Section 10 of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, the Illinois Department of Public Aid, hereinafter referred to as the Department, and the McLean County State's Attorney, hereinafter referred to as the State's Attorney, in consideration of the mutual covenants contained herein, agree as follows:

PART I — SCOPE AND DEFINITIONS

- A. This Intergovernmental Agreement applies to IV-D matters only unless otherwise specifically provided.
- B. The term .IV-D. is defined as set forth in 89 Illinois Administrative Code 160.10(a).
- C. The term .non IV-D. is defined as that which pertains to any support matter other than IV-D as defined in Part I, Section B.
- D. The term .TANF. is defined as Temporary Assistance for Needy Families.
- E. The term .NA. is defined as Non-Assistance and applies to a IV-D case not receiving TANF.

PART II — PARTIES' OBLIGATIONS

- A. Joint Obligations. The parties agree that the duties undertaken in this Agreement shall be performed in accordance with all applicable Federal and State laws, rules, regulations, policy and procedures including, but not limited to the following:
 - 1. Title IV-D of the Social Security Act, 42 USC section 651 *et seq.*
 - 2. Federal regulations promulgated under Title IV-D of the Social Security Act and appearing at Title 45 Code of Federal Regulations.

3. Department rules pertaining to the establishment of parentage and the establishment, modification and enforcement of child support and medical support obligations in IV-D cases, appearing in Title 89 Illinois Administrative Code.
4. The Department's Child Support Enforcement Manual.
5. Title IV-D Action Transmittals issued by the Federal Office of Child Support Enforcement.
6. Department letters and memoranda prescribing or interpreting IV-D policy and procedures.

B. Department's Obligations. The Department agrees:

1. To refer or cause to be referred to the State's Attorney IV-D matters involving the establishment of parentage and the establishment, modification, enforcement and collection of IV-D child support obligations.
2. To inform the State's Attorney of changes and amendments to Federal and State laws, rules, regulations, policy and procedures affecting the handling of IV-D cases by the State's Attorney within five (5) business days after receiving said changes and amendments.
3. To provide assistance to the State's Attorney for initial interview of custodial and non-custodial parents and preparation of pleadings, including a determination of arrearages owed, as reflected in court payment and Department records.
4. To review all cases referred to the State's Attorney to insure that information is both pertinent and accurate and that documents are complete.
5. To make available to the State's Attorney the services of its State Parent Locator Service.
6. To provide access to IV-D case records of the Department for use by the State's Attorney in performing its duties under this Agreement.
7. To inform the State's Attorney, within time periods required by Federal regulations or Department policy, of any change in the status or composition of a IV-D case which would affect handling of the case by the State's Attorney.
8. To monitor on a monthly basis the State's Attorney's performance of and compliance with the duties undertaken in this Agreement.
9. To provide training to Department or State's Attorney staff on specific issues of mutual concern.

10. To furnish, at the request of the State's Attorney, available assistance, information and documents needed by the State's Attorney in order to verify payments, amount of collections, or reduction of claims.
11. To continue its efforts to perform a "data base clean up" of McLean County's IV-D cases.

C. State's Attorney's Obligations. The State's Attorney agrees:

1. To accept for handling all IV-D matters, as defined in Part I, Section B. of this Agreement, and to perform and comply with the duties set forth in the Appendices, attached hereto and made a part hereof.
2. ~~To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a proposed budget and a personnel plan for the State's Attorney's Title IV-D Unit for the period to be covered by an immediately succeeding Agreement between the parties.~~
3. ~~To submit to the Department ninety (90) calendar days before the date of the termination of this Agreement, a complete operational plan, hereinafter referred to as Appendix A., outlining all activities to be performed by the State's Attorney's IV-D Unit in the next contract year.~~
42. To provide initial and ongoing training to newly assigned and existing State's Attorney staff necessary to carry out the responsibilities of this Agreement, including, but not limited to IV-D policy and procedure, the Family Support Information System (FSIS), Key Information Delivery System (KIDS), statutory provisions and case decisions relating to child support and any other matters mutually agreed upon by the parties. The State's Attorney will provide to the Department a current copy of all training packets and modules.
53. To maintain and provide to the Department and the Office of the Illinois Attorney General a copy of the State's Attorney's policy and procedure manual, if any, covering all IV-D activities and functions. Updates, corrections or changes affecting IV-D procedure will be submitted to the Department five (5) calendar days prior to their occurrence.
64. To submit monthly reports and any other reports required by the Department, the format and content of which shall be as specified by the Department after consultation with the State's Attorney, and any report required by the Federal Office of Child Support Enforcement.
75. To report to the Department, within five (5) calendar days any information obtained which may be relevant to the eligibility of a Title IV-D client for Public Assistance or for IV-D services.

8. ~~To establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. These sentences moved to III.A.4 A report detailing all such purchases made during the month shall be submitted to the Department by the 10th business day after the end of the month along with reports of actual expenditures (Part III, Section C.2.).~~

96. To use all reasonable diligence in performing the duties undertaken in this Agreement.

107. That when handling any case referrals made by the Department under this Agreement, the attorneys employed by the Office of the State's Attorney represent the Department exclusively, and they do not represent the custodial parent, non-custodial parent or any party to the action other than the Department. The State's Attorney understands that the Attorney General is the legal representative for the Department with regard to all appellate proceedings involving IV-D cases

PART III — FUNDING

A. Budget and Inventory.

1. The State's Attorney's budget (Appendix B., Part 1) and Personnel Services Detail (Appendix B., Part 2) and operational plan (Appendix A.), as approved by the Department, are set forth in the Appendices, attached hereto and made a part hereof. The Maximum amount available under this Agreement shall not exceed \$173,611.
2. The State's Attorney will secure the Department's prior written approval for transfers into and out of the Personnel Services budget and for transfers between other line items of the budget in excess of ten percent (10%) of the total non-Personnel Services Budget.
3. The budget and expenditure reports will be reviewed by the Department at such times as the Department or the State's Attorney deem appropriate. Should the Department determine as a result of such review(s) that an overpayment or underpayment has been made, the matter shall be rectified by separate payment by the appropriate party or by adjustment to future periodic payments owed by the Department.
4. ~~The State's Attorney shall conduct an inventory of equipment purchased with Department funds, using an inventory list provided by the Department, in accordance with the provisions of 45 CFR 74.34 and the Department's policy. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible party attesting to the accuracy and completeness of the report. Upon agreement of the parties, the Department may conduct its own on-site inventory, whereby the State's Attorney agrees to cooperate. The State's Attorney shall submit the report to the Department no later than December 31, 2002 to:~~

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601

The State's Attorney shall establish, maintain and update complete inventory lists of all equipment purchased and received with contract funds. Lists shall be kept separately for Electronic Data Processing (EDP) equipment and for other equipment and shall include all existing equipment which had been previously purchased with contract funds and all equipment purchased and received with contract funds during the period of this Agreement. The State's Attorney must conduct an annual inventory and submit a detailed report of equipment and furniture to the Department's contract monitor. This report must list information stipulated in 45 CFR 74.34(f) and must be signed by a responsible

party attesting to the accuracy and completeness of the report. This report must list at a minimum the following information:

- a. Description
- b. Manufacturer's serial number, model number, Federal stock number, national stock number or other identification number
- c. Acquisition date
- d. Location and condition of equipment and date information was reported
- e. Unit acquisition cost

The State's Attorney shall submit this report no later than December 31, 2003 to:

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 1600
Chicago, Illinois 60601

5. In accordance with the provisions of 45 CFR 95.705, 44 Il Adm. Code 5010.660 and other State and Federal law and regulations, the State's Attorney shall transfer to the Department, upon the request of the Department, all equipment purchased under the terms of this or any preceding Agreement between the parties, if this Agreement is terminated or if said equipment is no longer needed by the State's Attorney to perform its duties under this Agreement.
6. The provisions of 45 CFR 74.27 will govern computing direct and indirect costs, if applicable, for purposes of developing the State's Attorney's budget and any revisions thereto, and computing the amount of direct and any applicable indirect costs payable under this Agreement.
7. The budget shown in Appendix B. results from certain assumptions, including but not limited to salary increases as passed by County Board resolutions, regarding State's Attorney cost rates. Should actual rates vary from the assumptions, the Department and the State's Attorney may negotiate an amended budget.

B. Funding and Payment.

1. The Department will arrange for funding, during the period covered by this Agreement, in accordance with existing federal regulations, to reimburse the State's Attorney for direct and any applicable indirect costs, subject to Federal Financial Participation (FFP), incurred by the State's Attorney in performing the duties undertaken in this Agreement. Such costs are denoted in the budget incorporated into this Agreement as Appendix B. The Department will reimburse the State's Attorney for monthly expenditures, as adjusted in accordance with federal regulations.

2. All funds under the terms of this Intergovernmental Agreement are to be used for the express purpose of Title IV-D child support enforcement efforts.
3. The parties will make final determination of the necessary costs incurred under this Agreement. Such costs, mutually agreed upon and subject to FFP, will be determined as of the close of business on the date of termination of this Agreement from expenditures submitted by the State's Attorney. The Department will reimburse the State's Attorney for any underpayment of such finally determined costs under Part III, Section B.1., and the State's Attorney will reimburse the Department for any overpayment under Part III, Section B.1., within sixty (60) calendar days after such determination.
- ~~4. The total direct and indirect costs incurred by the State's Attorney in performing the duties undertaken in this agreement are to be one hundred (100%) funded through a combination of federal and State funds, except for those costs not mutually agreed upon or not subject to FFP, as provided in Part III, Section B.1.~~
54. Payments made by the Department pursuant to Part III, Section B.1. shall constitute full payment owed to the State's Attorney by the Department or the IV-D client under Federal or State law for the duties performed by the State's Attorney under this Agreement. The State's Attorney will not seek any additional payment from the Department or the IV-D client for the performance of these duties.
65. The State's Attorney will be solely responsible and liable for all expenditure disallowances resulting from the State's Attorney's actions as set forth in any audit by the federal Office of Child Support Enforcement or by the Department. The State's Attorney will reimburse the Department for the amount of any such disallowance; provided however, the Department shall be required to give the State's Attorney timely notice of any such disallowances and an opportunity to rebut any question of the State's Attorney's liability. The State's Attorney, however, shall not be held liable for any disallowances concerning expenditures the State's Attorney undertook at the request of, or with the written approval of, the Department.
76. All expenditure reports and revisions to expenditure reports for the period July December 1, 20023, through June 30, 20034, must be received by the Department no later than August 310, 20034, in order to ensure payment under this Agreement. Failure by the State's Attorney to present such reports prior to the August 310, 20034, deadline may require the State's Attorney to seek payment for such expenditures through the Illinois Court of Claims and the General Assembly.
87. The amount of indirect costs allowable under this Agreement is the amount reflected on Appendix B.

C. Reimbursement, Records and Reporting.

1. Monthly reimbursements payable to the State's Attorney are conditional upon the timely receipt of expenditure reports by the Department as described in Part III, Sections C.2. and C.3., timely receipt of financial orders as described in Appendix A.36-38 and upon the availability of Federal and State funds.
2. The State's Attorney will submit to the Department reports of actual expenditures ten (10) business days following the month of such expenditures. (See Appendix C.) ~~Under Illinois' Prompt Payment Act, The Department will authorize payment to the State's Attorney within thirty (30) calendar days after receipt of complete, accurate and valid expenditure reports with appropriate documentation and as may be adjusted pursuant to Appendix A.36-38. Reports shall be mailed to:~~

Illinois Department of Public Aid
Division of Finance and Budget
Contract & Expenditure Processing Unit
509 S. 6th Street, 5th Floor
Springfield, Illinois 62701

3. The State's Attorney agrees to maintain and submit to the Department records, including but not limited to, payroll records, purchase orders, leases, billings, adequate to identify total time expended each month by State's Attorney staff filling positions indicated in Appendix B., and the purpose for which any non-personnel funds were expended under this Agreement. For purposes of amounts reimbursable under Part III, Section B.1., only those expenses or portions thereof stated in Appendix B. are reimbursable. For non-personnel items, the State's Attorney agrees to provide proofs of payments, in the form of canceled checks, vendor invoices (stating paid in full) or any other proof that payment has been made. The State's Attorney agrees to provide time sheets for any temporary employees or contractual employees hired by the State's Attorney to fulfill the duties of this Agreement.
4. The State's Attorney agrees to comply with the Federal Office of Management and Budget (OMB) Circular A-133 (Audits of States, Local Government, and Non-Profit Organizations) concerning single audits. Local Governments that expend \$300,000 or more a year in Federal financial assistance must have an audit performed in accordance with the Federal OMB Circular A-133. ~~Local governments that receive \$25,000 or more, but less than \$300,000 a year in Federal financial assistance must have an audit performed in accordance with Federal OMB circular A-133 or in accordance with Federal laws and regulations governing the programs in which the State's Attorney participates. Such audit report (s), if required, should be completed within nine (9) months following the end of the County's fiscal year. The State's Attorney must submit two (2) copies of any required audit within thirty (30) calendar days after receipt of the auditor's report(s). Copies of the auditor's report(s) shall be sent to:~~

~~Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 300
Chicago, Illinois 60601~~

Brian Bond
Illinois Department of Public Aid
Office of the State Purchasing Officer
201 South Grand Ave. East, 2nd Fl.
Springfield, Illinois 62763-0001

5. Prior written approval from the Department's Contract Manager must be secured by the State's Attorney in order to receive reimbursement for the following:
 - a. The cost of new or additional leases or rental agreements for either real or personal property.
 - b. The cost of any furniture and equipment of at least \$100.00 in unit cost or, regardless of price, any camera or calculator requires written approval from the Department, prior to purchase, which approval shall not be unreasonably withheld. Department shall provide a written response within ten (10) business days for Electronic Data Processing (EDP) equipment and three (3) business days for all other equipment after receiving said request. Any equipment purchased during the terms of this Agreement, if approved by the Department, having a unit acquisition cost of \$25,000 or less may be claimed in the period acquired. Equipment purchased and approved by the Department under the terms of this Agreement having a unit acquisition cost of more than \$25,000 shall be depreciated in equal amounts over a five-year period, at the discretion of the Department.
 3. The cost of any seminar fees, conference fees and travel outside of the State's Attorney's county, subject to State travel regulations as provided in Part V, Section E.4.
6. The onsite State's Attorney contact name and phone number for equipment and furniture inventory is:

Name: Todd C. Miller

Phone Number: (309) 888-5961
7. The Department shall be responsible for maintaining ~~and providing supplies for any hardware and software~~ provided directly by the Department. The State's Attorney shall contact the following local LAN Coordinator regarding ~~supplies and maintenance related for this equipment software~~:

Name: Kristie Whitlow

Phone Number: 309-686-7805

1. The State's Attorney shall be responsible for obtaining hardware, software and office equipment maintenance agreements and for purchasing supplies for all equipment purchased under this or any Agreement between the parties excluding software purchased by the Department as set forth in III.C.7.
2. Each local State's Attorney Office will be connected to the DPA KIDS system via a DPA provided Child Support data circuit installed to the County facility. The State's Attorney Office will work with DPA technical staff to establish this connectivity in the most cost effective manner possible for the taxpayers of Illinois. As technology changes are made by DPA and the State of Illinois that allow more cost effective connectivity solutions, the States' Attorney Office will work with DPA technical staff to allow these solutions to be used for DPA provided connections at the State's Attorney's Office.

PART IV — COMPLIANCE

- A. If the Department determines that the State's Attorney's attempt to comply with one or more provisions of this Agreement is unacceptable, the State's Attorney will develop a plan for corrective action by mutual agreement with the Department.
- B. The State's Attorney agrees to take all prescribed steps and actions to comply with the requirements of any corrective action plan agreed upon by the parties.

PART V — TERMS, CONDITIONS & CERTIFICATIONS

A. **Rules of Construction.** Unless otherwise specified or the context otherwise requires:

1. Provisions apply to successive events and transactions;
2. "Or" is not exclusive;
3. References to statutes and rules include subsequent amendments and successors thereto;

4. The various headings of this Agreement are provided for convenience only and shall not affect the meaning or interpretation of this Agreement or any provision hereof;
5. If any payment or delivery hereunder shall be due on any day which is not a business day, such payment or delivery shall be made on the next succeeding business day;
6. "Days" shall mean calendar days; "Business day" shall mean a weekday (Monday through Friday), between the hours of 8:30 a.m. Central Time and 5:00 p.m. Central Time, excluding state holidays for attorneys and between the hours of 8:00 a.m. Central Time and 4:30 p.m. Central Time, excluding state holidays for support staff;
7. Use of the male gender (e.g., "he", "him", "his") shall be construed to include the female gender (e.g., "she", "her"), and vice versa;
8. Words in the plural which should be singular by context shall be so read, and vice versa; and
9. The Illinois Department of Public Aid (~~DPA~~) shall mean the Illinois Department of Public Aid or any successor agency charged with administering child support enforcement or medical assistance under the Illinois Public Aid Code (305 ILCS 5/1-1 *et seq.*).

B. Term and Scope of Agreement.

1. **Term.** This Agreement shall be effective on July-December 1, 20023, and shall continue through June 30, 20034 unless the Agreement is otherwise terminated as set forth in **Part V, Section C.**
2. **Renewal.** This Agreement may be renewed for additional periods by each party furnishing written notification of such intent, with the time period of coverage and contract amount for such renewal specified in the written notice. In no event shall the renewal terms and the initial term of the Agreement exceed three (3) years.
3. **Entirety of Agreement.** The terms and conditions of this Agreement along with the applicable Department's Administrative Rules, shall constitute the entire present Agreement between the parties. This Agreement constitutes a total integration of all rights, benefits and obligations of the parties, and there exist no other agreements or understandings, oral or otherwise, that bind any of the parties regarding the subject matter of this Agreement. This Agreement supersedes and revokes any prior Agreement between the parties as to the subject matter of this Agreement.

C. Termination of Agreement.

1. **Availability of Funds.** This Agreement is subject to the availability of Department appropriation and the availability of Federal funds for the purpose outlined in the Agreement. The Department's obligations hereunder shall be subject to automatic termination as provided in this **Part V, Section C.** in any year for which the General

Assembly of the State of Illinois or Federal funding source(s) fails to make an appropriation or reappropriation to pay such obligations. The Department shall provide notice to the County of the cessation of funding and termination of this Agreement under this section within five (5) calendar days after the Department receives notice that its funding will cease.

2. **Termination Without Cause.** This Agreement may be terminated by the Department or by the State's Attorney without cause upon thirty (30) calendar days' written notice to the other party. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services. Upon termination, the State's Attorney shall be paid for work satisfactorily completed prior to the date of termination.
3. **Notice of Change in Circumstances.** In the event the State's Attorney becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on the State's Attorney's ability to perform under this Agreement, the State's Attorney will immediately notify the Department in writing.
4. **Nonwaiver.** Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.
5. **Automatic Termination.** This Agreement shall automatically terminate on a date set by the Department for any of the following reasons. The State's Attorney, the Department and the Office of the Illinois Attorney General will all cooperate with each other to create and implement a plan for transition of child support enforcement services.
 - a. If funds become unavailable as set forth in **Part V, Section C.1.** of this Agreement;
 - b. If the State's Attorney breaches any of the representations, warranties or covenants set forth in **Part V, Section G.** of this Agreement, which breach inhibits the Department's ability to collect FFP;
 - c. If legislation or regulations are enacted or a court of competent jurisdiction interprets a law so as to prohibit the continuance of this Agreement or the child support enforcement program;
 - d. Upon the State's Attorney's refusal to amend this Agreement pursuant to **Part V, Section F.2.** of this Agreement; or
 - e. If an extraordinary event beyond the control of the State's Attorney such as destruction of the facility by fire, flood or another act of God, prevents the State's Attorney from fulfilling their obligations under this Agreement.

D. Contract Management and Notices.

1. **Contract Management.** The Department shall designate a Contract Manager who will facilitate communication between the State's Attorney and various administrative units within the Department. All communications from the State's Attorney to the Department

pertaining to this Agreement are to be directed to the Contract Manager at the address and telephone number set forth herein.

Illinois Department of Public Aid
Division of Child Support Enforcement
Attn: Meredith E. Ritchie, Contract Manager
32 W. Randolph Street, Room 3001600
Chicago, Illinois 60601
Telephone: 312-793-3846

2. Notices.

- a. All telephonic communications between the parties shall be made to the telephone number(s) set forth below. All written notices, requests and communications, unless specifically required to be given by a specific method, may be: (1) delivered in person, obtaining a signature indicating successful delivery; (2) sent by a recognized overnight delivery service, obtaining a signature indicating successful delivery; (3) sent by certified mail, obtaining a signature indicating successful delivery; or (4) transmitted by telefacsimile, producing a document indicating the date and time of successful transmission, to the address or telefacsimile number set forth below. Either party may at any time give notice in writing to the other party of a change of name, address, or telephone or telefacsimile number.

Department: Barry S. Maram, Director
Illinois Department of Public Aid
201 South Grand Avenue East
Springfield, Illinois 62763

State's Attorney: William A. Yoder
McLean County State's Attorney
104 W. Front Street, Room 605
Bloomington, Illinois 61702-2400

Remittance Address: McLean County State's Attorney
P.O. Box 2400
Bloomington, Illinois 61702-2400

- b. All telephonic communications required or desired to be given either party to this Agreement to the other party, shall be directed as follows:

Department: Lonnie Nasatir
Telephone: (312) 793-2964
Fax: (312) 793-5681

State's Attorney:

William A. Yoder
Telephone: (309) 888-5400
Fax: (309) 888-5429

E. Payment.

1. **Retention of Payments.** In addition to pursuit of actual damages or termination of this Agreement, if any failure of the State's Attorney to meet any requirement of this Agreement results in the withholding of Federal funds from the State, the Department will withhold and retain an equivalent amount from payment(s) to the State's Attorney until such Federal funds are released to the State, at which time the Department will release to the State's Attorney the equivalent withheld funds.
2. **Deductions from Payments.** Payments to the State's Attorney may be reduced or suspended in accordance with **Part V, Section F.4.**
3. **Computational Error.** The Department reserves the right to correct any mathematical or computational error in payment subtotals or total contractual obligation. The Department will notify the State's Attorney of any such corrections.
4. **Travel.** Payment for travel expenses as provided in **Part III.C.5.c.** will be made by the Department under this Agreement subject to State the rules promulgated by the Illinois Travel Requirements Council and approved by the Governor's Travel Control Board;
~~regulations and reimbursement rates for those individuals associated with this Agreement.~~

F. General Terms.

1. **Agreement to Obey All Laws.** The State's Attorney shall at all times observe, comply with, and perform all obligations hereunder in accordance with, all laws, ordinances, codes and regulations of Federal, State, County and local governmental agencies which in any manner affect the terms of this Agreement.
2. **Amendments.**
 - a. This Agreement may be amended or modified by the mutual consent of the parties at any time during its term. Amendments to this Agreement must be in writing and signed by the parties. No change in, addition to, or waiver of any term or condition of this Agreement shall be binding on the Department unless approved in writing by an authorized representative of the Department.
 - b. **Mandatory Amendments.** The State's Attorney shall, upon request by the Department and receipt of a proposed amendment to this Agreement, amend this Agreement, if and when required, in the opinion of the Department, to comply with Federal or State laws or regulations, and upon the interpretation and advice of appropriate federal agency or agencies to comply with Federal law or regulations. If the State's Attorney refuses to sign

such amendment within fifteen (15) business days after receipt, this Agreement shall terminate as provided in **Part V, Section C.**

3. **Assignment.** Neither party shall assign any right, benefit or duty under this Agreement without the other party's prior written consent.

4. **Audits and Records.**

- a. **Right of Audit.** This Agreement, and all books, records, and supporting documents related thereto, shall be available for review or audit by State and Federal officials, including but not limited to the Department and its representatives, the Department of Public Aid Office of Inspector General, the Illinois State Police Medicaid Fraud Unit, Federal auditors and the Illinois Auditor General, and the State's Attorney agrees to cooperate fully with any such review or audit. Upon reasonable notice by any authority, the State's Attorney shall provide, in Illinois, or any other location designated by the authority, during normal business hours, full and complete access to the relevant portions of the State's Attorney's books and billing records as they relate to payments under this Agreement. If the audit findings indicate overpayment(s) to the State's Attorney, the Department shall adjust future or final payments otherwise due to the State's Attorney. If no payments are due and owing to the State's Attorney, or if the overpayment(s) exceeds the amount otherwise due to the State's Attorney, the State's Attorney shall immediately refund all amounts which may be due to the Department.

- b. **Retention of Records.** The State's Attorney shall maintain all business, professional, and other records in accordance with State law, the specific terms and conditions of this Agreement, and pursuant to generally accepted accounting practice. The State's Attorney shall maintain, during the pendency of the Agreement and for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Agreement. If an audit, litigation, or other action involving the records is begun before the end of the five-year period, the records must be retained until all issues arising out of the action are resolved. Failure to maintain the books, records, and supporting documents required by this **Part V, Section F.4.** shall establish a presumption in favor of the Department for the recovery of any funds paid by the Department under the Agreement for which adequate books, records, and other documents are not available to support the purported disbursement.

5. **Choice of Law and Dispute Resolution.**

- a. **Choice of Law.** This Agreement shall be governed by and construed according to the laws and administrative rules of the State of Illinois. Any claim against the State arising out of this Agreement must be filed exclusively with the Illinois Court of Claims or, if jurisdiction is not accepted by that court, with the appropriate State or Federal court located in Sangamon County, Illinois.

- b. **Dispute Resolution.** In the event that the Department and the State's Attorney have a dispute as to the meaning of a requirement solely included as a result of a Federal

regulation applicable to or referred to in this Agreement, the Department will request an interpretation from the appropriate Federal agency or agencies, and that interpretation will be adopted by the Department and the State's Attorney.

6. Confidentiality.

- a. **Confidentiality of Identified Information.** Each party shall protect the confidentiality of information provided by the other party, or to which the receiving party obtains access by virtue of its performance under this Agreement, that either has been reasonably identified as confidential by the disclosing party or by its nature warrants confidential treatment. The receiving party shall use such information only for the purpose of this Agreement and shall not disclose it to anyone except those of its employees who need to know the information. These nondisclosure obligations shall not apply to information that is or becomes public through no breach of this Agreement, that is received from a third party free to disclose it, that is independently developed by the receiving party, or that is required by law to be disclosed. Confidential information shall be returned to the disclosing party upon request.
 - b. **Confidentiality of Program Recipient Identification.** The State's Attorney shall ensure that all information, records, data, and data elements pertaining to applicants for and recipients of public assistance, or to providers, facilities, and associations, shall be protected from unauthorized disclosure by the State's Attorney and its employees and by the State's Attorney's subcontractors and their employees, pursuant to 305 ILCS 5/11-9, 11-10, and 11-12, 42 USC 654(26), and 45 CFR Part 303.21.
- 7. Disputes Between State's Attorney and Other Parties.** All disputes between the State's Attorney and any subcontractor retained by the State's Attorney shall be solely between such subcontractor and the State's Attorney, and the Department shall be held harmless by the State's Attorney.
- 8. Gifts.** The State's Attorney is prohibited from giving gifts to Department employees. The State's Attorney and its principals, employees, and subcontractors are prohibited from giving gifts to, or accepting gifts from, any person who has a contemporaneous Agreement with the Department involving duties or obligations related to this Agreement.
- 9. Relationship of the Parties.** For all purposes and services set forth and described in this Agreement, neither the Department nor the State's Attorney shall be deemed to be an agent, principal, employer or employee of the other. Nothing in this provision is intended to abrogate any rights the State's Attorney may have under the State Employees Indemnification Act. Solely for the purposes of services performed under this Agreement, the State's Attorney and its employees shall perform in the role of independent contractors of the Department. The State's Attorney shall be responsible for payment of all compensation, including pension benefits due to any person employed by State's Attorney. State's Attorney employees providing services under this Agreement shall not be entitled to claim or receive any employment benefits from the Department. None of the employees of the parties hereto shall be entitled to the benefits provided to employees of the other

solely by virtue of this Agreement. Payment by the Department into any State's Attorney employee welfare plan as part of the compensation arrangement for services rendered hereunder, as set forth in Appendix B, shall not be construed to create an employment relationship between the State's Attorney employee or the State's Attorney and the Department. Each party shall be responsible for the reporting of, and compliance with, applicable local, State and Federal laws, including taxes and social security to the extent applicable, unless otherwise set forth herein. Nothing in this Agreement shall be construed to prevent either the Department or the State's Attorney from pursuing any cause of action available under law, including pursuit of specific performance or damages.

10. **Media Relations and Public Information.** The parties will cooperate in connection with media inquiries, campaigns or initiatives involving the Agreement. The State's Attorney shall ~~consult~~ **communicate** with the Department's Office of Communication **either** prior to **or as soon as practicable after** making any statements to the media regarding this agreement or future agreements and shall consult with the Department upon receiving inquiries regarding the Title IV-D Program.
11. **Nondiscrimination.** The State's Attorney shall abide by all applicable Federal and State laws, regulations and orders which prohibit discrimination because of race, creed, color, religion, sex, national origin, ancestry, age, or physical or mental disability, ~~including but not limited to the Federal Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Federal Rehabilitation Act of 1973, the Illinois Human Rights Act, and Executive Orders 11246 and 11375.~~ The State's Attorney further agrees to take affirmative action to ensure that no unlawful discrimination is committed in any manner, including, but not limited to, in the delivery of services under this Agreement.
12. **Ownership of Work Product.** Any and all work product, including, but not limited to, reports, written documents, computer programs, electronic data bases, electronic data processing documentation and source materials collected, purchased, or developed under this Agreement shall remain the exclusive property of the Department. There shall be no dissemination, publication or copyrighting of any work product or data or of any writing based upon or prepared as a result of any work product or work performed under this Agreement without prior written consent of the Department. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent, subject that consent to such additional terms and conditions as the Department may require. With the written consent of the Department, the State's Attorney may retain copies of the work product for its own use, provided that all laws, rules and regulations pertaining to the maintenance of confidentiality are observed.
13. **Purchase and Transfer of Equipment.** The State's Attorney shall not purchase equipment with funds received under this Agreement without having obtained the Department's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in the State's Attorney's performance under this Agreement and an acquisition cost of at least \$100. The State's Attorney acknowledges that the Department is under no obligation to give consent and that the Department may, if it gives consent,

subject that consent to such additional terms and conditions as the Department may require. The Department shall have the right to require transfer of any such purchase to the Department, including transfer of title. In the event of termination of this Agreement, the Department has the right of first refusal for all property purchased under this or any prior agreements. Should the State's Attorney decide to dispose of or transfer any equipment purchased under this or any prior agreements, the Department has the right of first refusal.

14. **Severability.** In the event that any provision, term or condition of this Agreement is declared void, unenforceable, or against public policy, then said provision, term or condition shall be construed as though it did not exist and shall not affect the remaining provisions, terms, or conditions of this Agreement.
15. **Sexual Harassment.** The State's Attorney shall comply with the terms of 775 ILCS 5/2-105.
16. **Solicitation of Employees.** During the term of this Agreement, and for a period of one (1) year after its termination, the State's Attorney and the Department agree that they will not solicit for employment or employ, either as an employee or an independent contractor, any person who is or has been employed by the other in a managerial or policy-making role regarding this Agreement within the previous twelve (12) months, except with written notice to the other. The State's Attorney shall immediately notify the Department's Ethics Officer in writing if the State's Attorney solicits or intends to solicit for employment any of the Department's employees during the term of this Agreement. The Department will be responsible for keeping the State's Attorney informed as to the name and address of the Ethics Officer. Should an employee of the State's Attorney take and pass all required employment examinations and meet all relevant employment qualifications, the Department may employ that individual and no breach of this Agreement shall have occurred.
17. **Subcontracts.**
 - a. If the State's Attorney will utilize the services of a subcontractor in its performance under this Agreement, the State's Attorney shall so state in an attachment to this Agreement and list in that attachment the names and addresses of each subcontractor that will be used and the expected amount of money each subcontractor will receive.
 - b. If the State's Attorney adds or changes any subcontractor during the term of this Agreement, the State's Attorney shall promptly notify the Department and the Illinois Department of Central Management Services in writing of the names, addresses and expected amount of money each new or replaced subcontractor will receive.
 - c. All subcontracts must be in writing and must be reviewed and approved by the Department prior to execution. All subcontractors are subject to all terms of this Agreement. The State's Attorney shall remain responsible for the performance of all subcontractors.

18. **Survival of Obligations.** Those obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

G. State's Attorney Certifications.

1. General Warranties of State's Attorney.

a. The State's Attorney warrants to the Department that:

- i. The services and deliverable products herein required to be performed or provided will be completed in a good, professional manner;
- ii. The person executing this Agreement on behalf of the State's Attorney is duly authorized to execute the Agreement and bind the State's Attorney to all terms and conditions hereunder; and
- iii. For a period of ninety (90) calendar days after completion of all services and deliverable products provided for under this Agreement and any subsequent related Agreement, and acceptance of the same by the Department, any defects or problems found in the work performed or submitted by the State's Attorney will be expeditiously corrected by the State's Attorney without additional charge to the Department.

b. Violation of any of these warranties by the State's Attorney shall subject this Agreement to automatic termination pursuant to **Part V, Section C.**

2. **Bid Rigging, Bid Rotating and Inducement.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract as a result of a violation of 720 ILCS 5/33E-3 or 33E-4. State's Attorney certifies that it has not paid any money or other valuable thing to any Person to induce that Person not to bid on a State contract or to recompense that Person for not having bid on a State contract.

3. **Bribery.** The State's Attorney certifies that it is not barred from being awarded a contract or subcontract under Section 50-5 of the Illinois Procurement Code (30 ILCS 500/50-5).

4. ~~**Business Enterprise for Minorities, Females and Persons with Disabilities.**~~ The State's Attorney certifies that it is in compliance with 30 ILCS 575/0.01 *et seq.*, and that it has completed the attached certification.

54. **Clean Air Act and Clean Water Act.** The State's Attorney certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Federal Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. 1251 *et seq.*). Violations shall be reported to the U.S. Department of Health and Human Services and the appropriate Regional Office of the U.S. Environmental Protection Agency.

65. **Conflict of Interest.** The State's Attorney certifies that it is not prohibited from contracting with the Department on any of the bases provided in Section 50-13 of the Illinois Procurement Code (30 ILCS 500/50-13). The State's Attorney further certifies that it neither has nor shall acquire any interest, public or private, direct or indirect, which may conflict in any manner with its performance under this Agreement, and that it shall not employ any person having such an interest in connection with its performance under the Agreement. The State's Attorney shall be under a continuing obligation to disclose any conflicts to the Department, which shall, in its sole good faith discretion, determine whether such conflict is cause for the termination of the Agreement.
76. **Drug Free Workplace.** The State's Attorney certifies that it has completed the attached State of Illinois Drug Free Workplace Certification.
87. **Federal Taxpayer Identification Number and Legal Status Disclosure.** The State's Attorney certifies, ~~under penalties of perjury, that the name, Federal taxpayer identification number, and legal status that appear above the State's Attorney's signature are correct that~~ it has completed the attached Federal Taxpayer Identification and Legal Status Disclosure Certification form.
98. **Lobbying.**
- a. The State's Attorney certifies to the best of its knowledge and belief, that no Federally appropriated funds have been paid or will be paid by or on behalf of the State's Attorney, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan or grant, or the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
 - b. If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the State's Attorney shall complete and submit Standard Form LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions. Such Form is to be obtained at the State's Attorney's request from the Department's Bureau of Fiscal Operations.
 - c. The State's Attorney shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
 - d. This certification is a material representation of fact upon which reliance was placed when this contract was executed. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352, Title 31, U.S. Code.

Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

109. New Hire Reporting. The State's Attorney certifies that it shall comply with the requirements of 820 ILCS 405/1801.1.

140. Non-Exclusion under Procurement Code.

- a. **Current Exclusion.** The State's Attorney certifies that it is not barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*).
- b. **Exclusion During Term of Contract.** If, at any time during the term of this Agreement, the State's Attorney is barred or suspended from contracting with the State under Section 50-35(f), 50-35(g) or 50-65 of the Illinois Procurement Code (30 ILCS 500/1-1 *et seq.*), the State's Attorney shall notify the Department of such debarment or suspension within 30 calendar days after its imposition.

121. Nonparticipation in International Boycott. The State's Attorney certifies that it neither participates nor shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

132. Nonpayment of Dues or Fees. The State's Attorney certifies that it neither pays dues or fees on behalf of its employees or agents nor subsidizes or otherwise reimburses them for payment of dues or fees to any club which unlawfully discriminates, and that therefore the State's Attorney is not prohibited from selling goods or services to the State of Illinois under 775 ILCS 25/0.01 *et seq.*

143. Nonsolicitation of Contract. The State's Attorney certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for the State's Attorney, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the State's Attorney, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Department shall have the right to annul this Agreement without liability or, in its discretion, to deduct from compensation otherwise due the State's Attorney such commission, percentage, brokerage fee, gift or contingent fee.

IV-D Program's CFDA Number is 93.563.

~~State's Attorney's Federal Taxpayer Identification Number Certification:~~

~~FEIN: 37-6001167~~

~~Legal Status:~~

~~_____ Individual _____ Medical and Health Care Services Provider Corporation~~
~~_____ Sole Proprietorship _____ Tax Exempt Organization (IRC 501 (a) only)~~

~~Partnership~~ X Governmental Entity
~~Corporation~~ Not for profit corporation
~~Real Estate Agent~~ Trust or Estate
~~Non Resident Alien~~ Foreign corporation, partnership, trust or estate

In Witness Whereof, the parties have hereunto caused this Agreement to be executed on the dates shown, by their duly authorized representatives.

THE STATE OF ILLINOIS
DEPARTMENT OF PUBLIC AID

MCLEAN COUNTY, ILLINOIS

By: _____
Barry S. Maram, Director

Date: _____

By: _____
William A. Yoder, State's Attorney

Date: _____

APPROVED:

President, McLean County Board

Date: _____

Lisa Madigan, Illinois Attorney General

Date: _____

APPENDIX A MCLEAN COUNTY STATE'S ATTORNEY

In this Intergovernmental Agreement the parties understand that all agencies involved in the McLean County IV-D program must work effectively and cooperatively to achieve the mutual goals of the program.

The State's Attorney agrees to prohibit attorneys employed by the Office of the State's Attorney in a full or part-time capacity from accepting any private employment or legal work or from providing any legal advice to any person or entity that would present a conflict of interest or the appearance of a conflict of interest for the Office of the State's Attorney, or the attorney personally, in connection with the State's Attorney's representation of the Department under the terms of this Agreement.

The Department agrees to indemnify and hold the State's Attorney harmless, to the extent permitted by law, for any fees, costs, and damages, assessed against the State's Attorney, and those staff funded under the Agreement, resulting from any and all information referred by the Department to the State's Attorney which later is determined to be inaccurate.

The following standards for the State's Attorney will be monitored by the Division of Child Support Enforcement. The standards will assist the State's Attorney in meeting its responsibilities under the Agreement, as well as enhance the efficient operation of the McLean State's Attorney IV-D child support enforcement program.

The State's Attorney shall:

1. Act upon each referral for legal action within thirty (30) calendar days after receipt, by filing, advancing, or rejecting with cause, each child support case referred to the State's Attorney, consistent with the Illinois Code of Civil Procedures, Child Support Statutes and the Rules of the Circuit Court of McLean County, Illinois.
2. Cause summons, alias summons, and petitions, to be prepared and filed with the Clerk within thirty (30) calendar days after the State's Attorney's receipt of location of absent parent by the Department and enter all court dates into KIDS.
3. Ensure that within thirty-five (35) calendar days after receipt of referral by the Department, summonses are submitted to the Sheriff/process server for service of process.
4. Record in KIDS the successful and unsuccessful attempts to serve process within four (4) business days of receiving results of attempts.
5. Request services of State Parent Locator Service within four (4) business days after determining the whereabouts of the absent parent is unknown by changing status of current address in KIDS to previous.

6. Seek reimbursement from the non-custodial parent for costs incurred by the Department for genetic testing when parentage is established and enter results of genetic testing in KIDS. Reimbursement checks should be sent to Illinois Department of Public Aid, Bureau of Fiscal Operations, IV-D Accounting, Attention: Sheila Fitschen, 2200 Churchill Road, Springfield, Illinois 62702.
7. Within ninety (90) calendar days after referral by the Department, either
 - a. establish an order for support regardless of whether or not parentage has been established on cases referred by the Department to the State's Attorney, or
 - b. effect service of process necessary to commence proceedings to establish support and, if necessary, ~~paternity~~ parentage (or document unsuccessful service of process, in accordance with the Department's guidelines defining diligent efforts to serve process in 89 Ill. Adm. Code 160.85 by retaining a copy of the return of service in the case file), or
 3. document conveyance of summons to Sheriff within thirty-five (35) calendar day time frame.

The State's Attorney will also ensure that any deviation from guidelines is noted and explained on the order, and that the amount that would have been ordered under the guidelines is shown. The State's Attorney shall follow state presumptive guidelines on parentage cases, including seeking a minimum support order of \$10.00 per month. In all parentage cases, support will be calculated from the date the respondent was served with the complaint. Retroactive support will be requested, consistent with State law and Department rules. Temporary support will be requested until a permanent support order is entered, consistent with State law.

8. Complete actions to establish an order for support regardless of whether or not parentage has been established for support from the date of service of process within the following time frames:
 - (1.) 75 percent in six (6) months;
 - (2.) 90 percent in twelve (12) months.
9. File an action to enforce an existing order for support within 30 calendar days after the date the Department identifies a delinquency or other support related noncompliance with the order or the location of the absent parent, whichever occurs later.
10. File an action to modify an existing order for support within 30 calendar days after the date the Department identifies the location of the absent parent and notifies the State's Attorney.
11. Seek medical insurance coverage for each child from the non-custodial parent. Medical insurance coverage must be addressed in all support orders whether or not the NCP is ordered to provide it.
12. Seek retroactive support in accordance with Department policy.
13. Seek entry of orders that provide for immediate income withholding.
14. ~~Excluding emergency circumstances~~ Unless time limitations are caused by events outside the control of the State's Attorney, ~~n~~Notify the Department, ~~whenever possible~~, at least 30 calendar days in advance of the court date, of the need for Department services, including but not limited to, initial or updated arrearage calculations.
15. Ensure that orders are accurate and complete and that the orders are submitted to the Clerk and all parties after the end of each court session.
16. Seek from each non-custodial parent appearing in court his or her Social Security Number, source and the amount of income, home and employer address, and driver's license information, and record any informational additions or changes and submit same for data entry into KIDS.

17. ~~Record in KIDS out-of-court non-cooperation cases within five (5) business days after a TANF client's failure to cooperate with the State's Attorney. The State's Attorney will ensure that non-cooperation in Court is addressed in the relevant court order. The State's Attorney will provide to the Department a completed Form DPA-493 in each case in which a TANF client cooperates after having been previously reported as uncooperative.~~ Record in KIDS within five (5) business days after a client fails to cooperate in courts or fails to keep a scheduled appointment with a member of the State's Attorney's Office necessary to proceed with the case and subsequent cooperation with the State's Attorney in the above. The State's Attorney will ensure all instances of client non cooperation and cooperation are addressed in the relevant court order.
18. Provide to the Department a copy of all support orders and related data sheets within five (5) business days after the legal action.
19. Provide to the Department information on a client that the State's Attorney suspects is receiving TANF illegally.
20. Not compromise a debt owed to the Department by agreeing to the reduction of arrearage owed to the Department without the Department's expressed prior approval. Doing so shall result in a reduction of funds payable to the State's Attorney equal to the amount of the reduction of the debt. If the State's Attorney relies upon the Department calculations when providing arrearage figures to the court, the Department will not be entitled to liquidated damages. At no time will the State's Attorney agree to entry of an order excluding use of an Offset Program.
21. Not enter into or agree to the settlement of a pending action in a IV-D case to adjudicate parentage where such settlement contains the exchange of a finding of parentage for a duty of support.
22. Mail all URESA/UIFSA orders to the Department within seven (7) business days after entry by the Courts.
23. Immediately upon becoming aware that a case decision may be appealed by the responding party, or that an adverse case decision is a likely candidate for appeal by the Department, the State's Attorney shall provide the Department with the notice of appeal or copy of the adverse case decision and all supporting documentation in the format prescribed by the Department to:

Illinois Department of Public Aid
Office of General Counsel

100 W. Randolph Street, 10th Floor
Chicago, Illinois 60601

Illinois Department of Public Aid
Division of Child Support Enforcement
Yvette Perez-Trevino, Judicial Legal Liaison
280 East Indian Trail Road
Aurora, Illinois 60505

and the Public Aid Bureau of the Office of the Attorney General as listed in **Appendix A.32.**

24. Provide to the Department's IV-D Judicial Legal Liaison copies of orders where the Court has directed the Department to take a specific action within five (5) business days after entry of order.
25. When requested to do so by the Department, file notices of appeal or bring motions to vacate or for rehearing in the trial court in connection with adverse case decisions that are likely candidates for appeal by the Department.
26. Record in KIDS the information required for production of complete and accurate KIDS generated monthly activity reports.
27. Keep the Department informed of State's Attorney staff assignments as they relate to this Agreement by notifying the Contract Manager.

28. Respond to status requests and inquiries from the Department within five (5) business days after the request or inquiry.
29. Correct technical non-substantive errors on rejected orders within two (2) weeks after being notified of the error, and file motions to correct substantive errors such that the errors are corrected within sixty (60) calendar days after being notified of the error. However, if the order was prepared pro se, by a private attorney, or by "Friend of the Court" on behalf of an NA client, the requirement to correct within deadlines specified do not take effect until the client accepts the State's Attorney's appearance in the NA case.
30. Seek an order for Earnfare or Court Monitored Job Search for unemployed but employable non-custodial parents, pursuant to the policy and procedures in effect for these programs.
31. Seek orders specifying the amount of arrearage owed and oppose entry of orders containing language departing from federally required distribution of child support payments. All child support orders entered must be made payable to the SDU.
32. Provide written description of any perceived conflict of interest for review and determination to:

Office of the Illinois Attorney General	Illinois Department of Public Aid
Public Aid Claims Enforcement Bureau	Office of General Counsel
301 E. Monroe	100 W. Randolph Street, 10 th Floor
Springfield, Illinois 62706	Chicago, Illinois 60601

33. File proof of claims, when appropriate, in bankruptcy court to preserve and enforce child support obligations.
34. Upon request of the Department, pursue asset seizure action, including but not limited to, citations to discover assets, non-wage garnishments, qualified domestic relations orders and claims in a probate action. ~~Pursue asset seizure action through the utilization of citations to discover assets and/or non-wage garnishments.~~
35. a. Increase the number of cases with financial court orders by assuming an integrated role in case management involving the non-assistance client population requesting services from DCSE. As part of this goal, the State's Attorney staff shall work with the Department's regional manager in case referral and preparation. The regional manager shall provide a quarterly report to the State's Attorney, William Yoder, which will tally the number of non-assistance cases without financial court orders and shall hold a meeting with the State's Attorney, William Yoder, or his designee, and supervising ASA Todd Miller, once each quarter to discuss results. Increasing the number of non-assistance financial court orders can be accomplished by:
 1. Requesting the deletion of any duplicate cases;
 2. Obtaining signed cancellation requests from clients no longer wanting Child Support services; or
 3. Acquiring a financial support order.

- b. ~~Generate an annual average of at least 43 legal action referrals per month (not including the LARs that the Department's regional staff prepares) and perform all associated case preparation. This will include generating proper paperwork through the KIDS system including such client contact as necessary, coding the KIDS system, preparing the LAR Transmittal Sheet for cases to be filed in McLean County Circuit Court, gathering the Court Orders and payment ledgers for the entry of the Notice of Intervention in McLean County Circuit Court or making an intrastate referral to another region within the State of Illinois, or preparing an Initiating Interstate Case to a Sister State.~~
 - c. ~~Obtain an annual average of at least 32 financial orders per month. Financial orders include Child Support Orders, Interventions into Actions which have existing Child Support Orders in McLean County Circuit Court and Registration of Foreign Financial Orders. Financial orders are reported on the InfoNet on the Attorney Report matrix.~~
36. Obtain a minimum of 80 200 financial orders per quarter each month beginning with the month of January April 2004. Financial orders are defined as the following: Establish Support Order (initial order); Modification of Support Order; Final Judgment; Judgment as a result of a Rule To Show Cause; Extension of Support Order (emancipation); Medical Support (monetary or non-monetary); Support Reserved Order; Support Abated Order; Support Terminated Order; Support Vacated Order; Child Care Expenses Order. Intervention into a case with an existing Financial Order. The following orders shall not be included: Continuances, dismissals, body attachments, Denial of Modification filed by non custodial parent (NCP) or custodial parent (CP), discovery rulings, motion rulings, genetic testing, paternity only.

A copy of each financial order, as provided in Appendix A.18, shall be submitted to :

Illinois Department of Public Aid
 Division of Child Support Enforcement
 Attn: Roxy Schumann, Regional Manager
 211 North Knoxville Avenue
 Peoria, Illinois 61603
 Fax: (309) 686-7830
 Telephone: (309) 686-7817

37. Failure to meet the requirements in Appendix A.36 shall result in a deduction to reimbursement of expenditures as provided in Part III.B. and Part III.C. ~~on a monthly basis, of \$350 \$210 for each financial order not entered. Adjustments to the number of financial orders reported for each month the quarter including months April, May and June of 2004 will not be made for orders not received by the Regional Manager as provided in Appendix A.36 and Appendix A.38.~~
38. Financial Orders set forth in Appendix A.36 shall be recorded by a Department supervisory staff person. A listing of the ~~previous month's orders for the quarter including months April, May and June of 2004 will be finalized by the 5th business day of the month July 7, 2004. Financial orders received after the 5th business day July 7, 2004 will not be considered. The listing of financial orders for the monthquarter shall be submitted by the Department via facsimile and mail directly to the State's Attorney William Yoder, ASA Todd Miller, and the Department's Division of Finance and Budget, Contract & Expenditure Processing Unit for review pursuant to Part III.B and Part III.C. by the 7th business day of the month.~~ **July 11, 2004.**

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APPENDIX B *Part 1 of 2*
MCLEAN COUNTY STATE'S ATTORNEY BUDGET
DECEMBER 1, 2003 THROUGH JUNE 30, 2004

DIRECT COSTS

SFY04 Budget

Personnel Services

Salaries - Full Time

(See attached list of positions-Part 2 of 2)

Fringe Benefits

SUBTOTAL

Non-Personnel Services

Telephone

Copies

Postage

Office Supplies

Rent

Insurance

Dues & Memberships

Conferences

Notary Bonds

Witness Fees

Transcripts

Office Furnishings

Computer Hardware

Computer Software

Travel

Service of Process Service Fees

SUBTOTAL

PERSONNEL SERVICES SUBTOTAL

NON-PERSONNEL SERVICES BENEFITS SUBTOTAL

TOTAL DIRECT COSTS

INDIRECT COST (10% of Salaries)

GRAND TOTAL

APPENDIX B *Part 1a of 2*
AUTHORIZED POSITIONS - SFY04
MCLEAN COUNTY STATE'S ATTORNEY

NAME	POSITION	IV-D%	SALARY	FRINGE BENEFITS (Usual & Customary)	TOTAL
Todd C. Miller	Chief ASA	100%			
Dean R. Engelbrecht	Assistant State's Attorney	100%			
Diana Zadorskaya	Office Administrator	100%			
Jennifer Pflieger	Legal Assistant	100%			
Katharine Ballard	Secretary	100%			
Kelli Hackler	Receptionist	100%			
		TOTALS:			

X:\New Child Support Contract REVISED II

INTEGRATED JUSTICE INFORMATION SERVICES (IJIS)
MASTER CONSULTING SERVICES AGREEMENT

WORK ORDER #12

This is a Work Order which defines Services to be performed by Northrop Grumman Space and Mission Systems Corporation, hereinafter referred to as "NORTHROP GRUMMAN", in accordance with the terms and conditions of that certain Master Consulting Services Agreement between McLean County, Illinois ("the COUNTY") and NORTHROP GRUMMAN.

Consulting Services Topic:

McLean County Integrated Justice Information, Northrop Grumman Mission Systems Proposal No. 1F436.000, Civil Case Management Proposal dated 27 August 2003.

Objectives of Consulting Services:

To conduct an additional JAD session at the County's request for the purpose of gathering additional Juvenile Detention and Juvenile Probation requirements in accordance with Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003.

Location of Consulting Services:

At the offices of the COUNTY, NORTHROP GRUMMAN corporate offices, and such other facilities necessary or useful for the implementation of the System.

Activities to be performed:

NORTHROP GRUMMAN will perform the following services:

- Conduct a kick-off meeting and Juvenile JAD session at the County's request to identify the additional software enhancements required to incorporate Juvenile Detention and additional Juvenile Probation functionality into the E*Justice System.
- Prepare and deliver the Deliverable Materials set forth below.
- Software development and implementation of any enhancements identified and subsequently approved for implementation by the County as a result of this Work Order shall be performed following mutual agreement on price, scope and schedule for implementing said enhancements.

Deliverable Materials:

The following Deliverable Materials shall be prepared in Northrop Grumman format and delivered to the County under this Work Order.

- JAD session meeting minutes for Juvenile Detention and Juvenile Probation.
- Functional Requirements Definition Document for Juvenile Detention and Juvenile Probation
- Fixed Price Proposal for the development and implementation of the Juvenile Detention and Juvenile Probation enhancements as approved by the County for the E*Justice System.

Work Order Price:

In accordance with Attachment 2, Pricing and Milestone Payments, of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003, the price for this Work Order is \$260,000 (Two Hundred Sixty Thousand Dollars).

Price/Invoice and Payment:

NORTHROP GRUMMAN will invoice the COUNTY \$260,000 (Two Hundred Sixty Thousand Dollars) in one invoice at the initiation of the work order, per the terms of Attachment 2 (Pricing and Milestone Payments) of the Northrop Grumman Mission Systems Proposal No. 1F436.000 dated 27 August 2003. The price for the services rendered and or supplies delivered under this Work Order are exclusive of all federal, state and local taxes applicable to the sale of these services or products.

The COUNTY agrees to make payment NET 30 days after receipt of an accurate invoice. Invoice shall be submitted containing the following information as a minimum:

- (a) Basic Agreement Number and Work Order Number
- (b) Name and address of Contractor
- (c) Invoice number, date, and total amount billed
- (d) Payment will be mailed to: FIRST UNION BANK
NORTHROP GRUMMAN
ACCOUNT # 01310801
P.O. BOX 8500-S-6365
PHILADELPHIA, PA 19178-0001

Completion Date:

Upon execution of this agreement, the Services in this Work Order shall begin on or before December 1, 2003 and shall be completed no later than March 31, 2004.

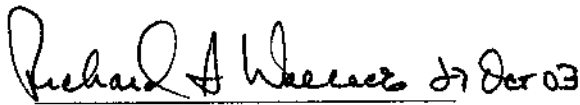
Any additional support services or consulting services (Change Orders) shall be mutually agreed to in scope by NORTHROP GRUMMAN and the COUNTY and shall be performed by NORTHROP GRUMMAN at the Hourly Rate for Professional Services as set forth in the Schedule of Rates of Professional and Support Staff current at the time of the Change Order.

This Agreement shall become effective on the date the second of the two parties to sign executes this Agreement below.

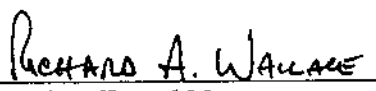
IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day, month, and year set forth below.

NORTHROP GRUMMAN SPACE &
MISSION SYSTEMS CORP.
12011 Sunset Hills Road
Attn: VAR1/6C38
Reston, VA 20190

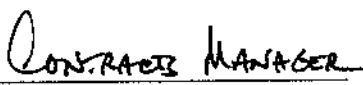
McLEAN COUNTY, ILLINOIS
104 West Front Street
Bloomington, IL 61701


Signature / Date

Signature / Date


Printed or Typed Name

Printed or Typed Name


Title

Title

**AGREEMENT TO PROVIDE
PROFESSIONAL CONSULTING SERVICES TO
THE COUNTY OF McLEAN, ILLINOIS**

THIS AGREEMENT, entered into this _____ day of _____, 2003, and effective immediately by and between MAXIMUS, Inc., a Virginia corporation (hereinafter called the "Consultant") and the County of McLean, Illinois (hereinafter called the "County"), **WITNESSETH THAT:**

WHEREAS, the County is interested in determining the cost of certain fee services that are subject to adjustment by County ordinance pursuant to the provisions of the Illinois Counties Code 5/4-5001, hereinafter referred to as "the Code," and

WHEREAS, the Consultant has staff knowledgeable and experienced in the requirements of developing such governmental cost determination studies, and

WHEREAS, the County desires to engage the Consultant to assist in preparing such a study.

NOW THEREFORE, the parties hereto mutually agree as follows:

1. **Employment of Consultant.** The County agrees to engage the Consultant and the Consultant hereby agrees to perform the following services.

2. **Scope of Services.** The scope of services is a study of the cost of fee services under the Code that are subject to adjustment by County ordinance based on a cost study, as presented in the attached October 2003 Consultant proposal, which is incorporated herein by reference. Consultant shall spend not more than 24 hours of professional time after delivery of the draft report for further services of any kind. Legal reviews and preparation of an implementing ordinance are the responsibility of the County.

3. **Time of Performance.** The services to be performed hereunder by the Consultant shall be undertaken and completed expeditiously, within 10 weeks after onsite commencement. Provided however, the Consultant shall not be liable for delays in performance that are caused in whole or in part by the County, third parties over which the Consultant does not have the legal right to control or forces de majeure. The period of performance shall be extended by the period of delay contemplated herein. One draft report and one final written report shall be submitted to the County. In the event that more than three weeks pass after delivery of the draft report without changes noted by County, Consultant shall reissue the report as final.

4. **Compensation.** Compensation shall be a fixed fee of \$9,250, inclusive of all professional services and expenses to complete the scope of work. The fee includes two onsite visits and up to 24 hours of services of any kind after delivery of the draft report.

5. **Method of Payment.** The consultant shall be entitled to payment in accordance with the provisions of this paragraph. Consultant shall invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. County shall pay invoices received within 40 days of the invoice date.

6. **Changes.** The County may, from time to time, require changes in the scope of the services of the Consultant to be performed hereunder. Such changes, which are mutually agreed upon by and between the County and the Consultant, shall be incorporated in written amendment to this agreement.

7. **Services and Materials to be furnished by County.** The County shall make reasonable effort to furnish the Consultant with all available necessary information pertinent to the execution of this agreement. The County shall cooperate with the Consultant in carrying out the work herein, and shall provide adequate liaison between the Consultant and other agencies of the County. Consultant shall be entitled to rely upon the accuracy of information provided to it by County.

8. **Rights to Terminate Contract.** If, through any cause, the Consultant shall fail to fulfill in timely and proper manner his obligation under this agreement, the County shall thereupon have the right to terminate this agreement with or without cause, by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. Provided however, Consultant shall be compensated for services rendered and expenses incurred through the effective date of termination hereunder.

9. **Information and Reports.** The Consultant shall, at such time and in such form as the County may require, furnish such periodic reports concerning the status of the project and other information relative to the project as may be requested by the County. The Consultant shall furnish the County, upon request, subject to reasonable prior notice, with copies of all documents and other materials first prepared or developed in relation with or as part of the project. Consultant shall not be obligated to deliver copies in person.

10. **Records and Inspections.** The Consultant shall maintain full and accurate records with respect to all matters covered under this agreement. The County shall have free access at all reasonable and proper times to such records and the right to examine and audit the same and to make transcripts therefrom, and to inspect all

program data, documents, proceedings and activities. Consultant shall maintain interview notes, working papers and other documentation of findings for a period of five years after delivery of the final report.

11. Accomplishment of Project. The Consultant shall commence, carry on, and complete the project with all practicable dispatch, in a sound economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the project, the Consultant shall take such steps as are appropriate to ensure that the work involved is properly coordinated with related work being carried on within the County.

12. Provisions Concerning Certain Waivers. Subject to applicable law, any right or remedy which the County may have under this contract may be waived in writing by the County by a formal waiver, if, in the judgment of the County, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

13. Matters to be Disregarded. The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

14. Completeness of Contract. This contract and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto.

15. County not Obligated to Third Parties. The County and the Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

16. When Rights and Remedies Not Waived. In no event shall the making by the County of any payment to the Consultant constitute or be construed as a waiver by the County of any breach of covenant, or any default which may then exist, on the part of the Consultant, and the making of any such payment by the County while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the County in respect to such breach or default.

17. Personnel. The Consultant represents that he has, or will secure at his own expense, all personnel required in performing the services under this agreement. Such

personnel shall not be employees of or have any contractual relationship with the County. All of the services required hereunder will be performed by the Consultant or under his supervision and all personnel engaged in the work shall be fully qualified to perform such services.

18. Consultant Certification. The Consultant certifies that the Consultant has not been convicted of bribery or attempting to bribe an officer or employee of the County, nor has the Consultant made an admission of guilt of such conduct, which is a matter of record.

19. Indemnification. Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses that arise out of that party's own negligence, tortious acts and other unlawful conduct and the negligence, tortious acts and other unlawful conduct of its respective agents, officers and employees.

20. Assumption of Risk. In the absence of negligent or willful acts or omissions in Consultant's performance hereunder, County shall assume the risk from and against any claims, demands, actions, damages, expenses, fees and liabilities arising by virtue of any and all claims, demands or actions brought by third parties which are related in any way to County's implementations of Consultant's recommendation and findings.

21. Notices. Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the addresses noted below. Notice shall be effective upon receipt.

John Zeunik
County Administrator
McLean County, Law & Justice Center
104 West Front Street, 7th Floor
Bloomington, Illinois 61702

Bruce Cowans
Vice President
MAXIMUS, Inc.
60 Revere Drive, Suite 200
Northbrook, IL 60062

IN WITNESS WHEREOF, the County and the Consultant have executed this agreement as of the date first written above.

County Of McLean, Illinois

MAXIMUS, Inc.

By: Michael F. Sweeney
McLean County Board
Chairman

Attest
Peggy Ann Milton,
McLean County Clerk

By: Bruce Cowans, Vice President

McLean COUNTY, ILLINOIS

**PROPOSAL TO PROVIDE
PROFESSIONAL SERVICES
(Cost of Sheriff Fee Service Study)**

October 2003

This proposal contains proprietary information.
Please contact MAXIMUS, Inc. before releasing any part of the proposal.

Contact: Bruce Cowans, Vice President
(847) 513-5508 Northbrook, Illinois
(217) 789-0041 Springfield, Illinois
brucecowans@maximus.com

I Updating Cost-Based Prices for Sheriff Fees Should Help the County to Develop New Revenue and Avoid an Unintended Taxpayer Subsidy

Executive Summary

- McLean County has taken advantage of an opportunity under Illinois law to set fee prices based on a cost study. It had our firm conduct such studies for the Sheriff in 1992 and 1997 and for the County Clerk in 2001.
- By now, the costs of the old Sheriff's study have grown. Unless a new study is done, the County is unintentionally subsidizing the cost increase with tax dollars. Fees may not be increased without a cost study.
- MAXIMUS has conducted or is conducting fee studies for approximately half of the counties in Illinois. No other firm is marketing this service across this state, but even if that were the case, MAXIMUS's prior familiarity with the 1997 Sheriff cost study would allow MAXIMUS to complete the study more efficiently.
- One option for this study would be to analyze the costs of county overhead as well. We did so in 1997 and those costs have clearly grown since that time. Nonetheless, we believe that we can use the results of the 1997 overhead analysis for this project – they understate the current cost, but capture a large portion of it. As McLean County has had a tendency in past studies to round prices down below the actual cost of serving the public, we do not see great merit in updating the 1997 overhead analysis at this time. The cost of additional professional fees to do so (\$10,250) does not seem worth it. If the County is interested in a more aggressive fee increase, the review of overhead costs may be worth the cost.
- This study would commence within two weeks of contract execution, require 8 weeks to complete and cost the County a fixed fee of \$9,250. If results parallel those of similar counties, the investment should be repaid tenfold or more.

Background

This project will determine if fee prices for certain Sheriff services are reimbursing the County. Based on our experience with other Illinois counties, we suspect that current fee prices do not pay for all costs that McLean County incurs to provide them. If the cost of the service exceeds the price paid by the customer, tax dollars must subsidize the fee service. For most counties, this is unintentional.

If the results are in the range of other Illinois counties, we expect the annual diversion of tax revenues to subsidize fee services to be tens of thousands of dollars annually, if not more.

Historically, State law set prices for fee services. In 1989, State laws setting fee prices for certain Sheriff, County Clerk and Recorder services were amended to allow services to be priced based on a cost study. Counties may enact ordinances based on these studies to supersede the statutory price.

We have served the following Illinois counties:

MAXIMUS Experience with Illinois County Fee Studies

Indicates year study performed -- multiple entries indicate years of original and updated studies

	County	Sheriff	County Clerk	Recorder	Central Service Cost Allocation Plan (Detailed overhead cost study)	Other
1	Adams	2003	2003	2003		
2	Boone	2002				
3	Bureau	1997, 2001				
4	Champaign	2003	2003		2003	
5	Christian	2003	2003			
6	Clark	2003	2003	2003		Animal control – 2003
7	Coles	2003	2003	2003		
8	Cook	1997			1996, 1998	1996 - all legal system departments
9	Cumberland	2003	2003			
10	Crawford	2003	2003	2003		
11	DeKalb	1992, 2000	1992, 2000		1992	
12	DeWitt	1998				
13	Douglas	2002	2002			
14	DuPage	1993, 1997, 1999, 2002	2001	1994, 2001	Annually	Janitorial contract 2002, Building, zoning & stormwater 2003
15	Edgar	2003	2003			
16	Ford	2002	2002	2002		
17	Fulton	2000	2003			
18	Henry	2002	2002			
19	Iroquois	1997, 2002				
20	Jackson	2002	2002	2002		
21	Jefferson	2003	2003			
22	Kane	1991, 2000	1991, 2003		1991, 2000, 2003	
23	Kendall	2000, 2002	2001	2001		GIS – 2003
24	Knox	1998				
25	LaSalle	2001	2001	2001	2001	
26	Lee	2003	2003	2003		
27	Livingston	2001	2002			

The Illinois laws permitting these fee studies reference a Federal regulation (US Office of Management & Budget Circular A-87). According to this regulation, "cost" includes support from other county offices. By determining the cost of overhead and including it as a cost of fee services, many departments and services that were always assumed to run surpluses can be shown to actually operate at an unintended cost to the taxpayer.

We follow the Circular A-87 methodology to produce a study comparing the cost of a fee-funded service to current fee revenue. Nationally, our firm performs 1,200 A-87 method studies a year for state and local government agencies.

II APPROACH

Illinois laws authorizing cost-based fee studies refer to US Office of Management & Budget Circular A-87:

All direct and indirect costs, as defined in the United States Office of Management and Budget Circular A-87, may be included in the determination of the costs of each service, program and activity.

We would use A-87 definitions in a study of McLean County. The method, though more complex than most counties would use, provides better documentation and better cost recovery.

Identify Costs of Eligible Fee Services Designated by the Sheriff

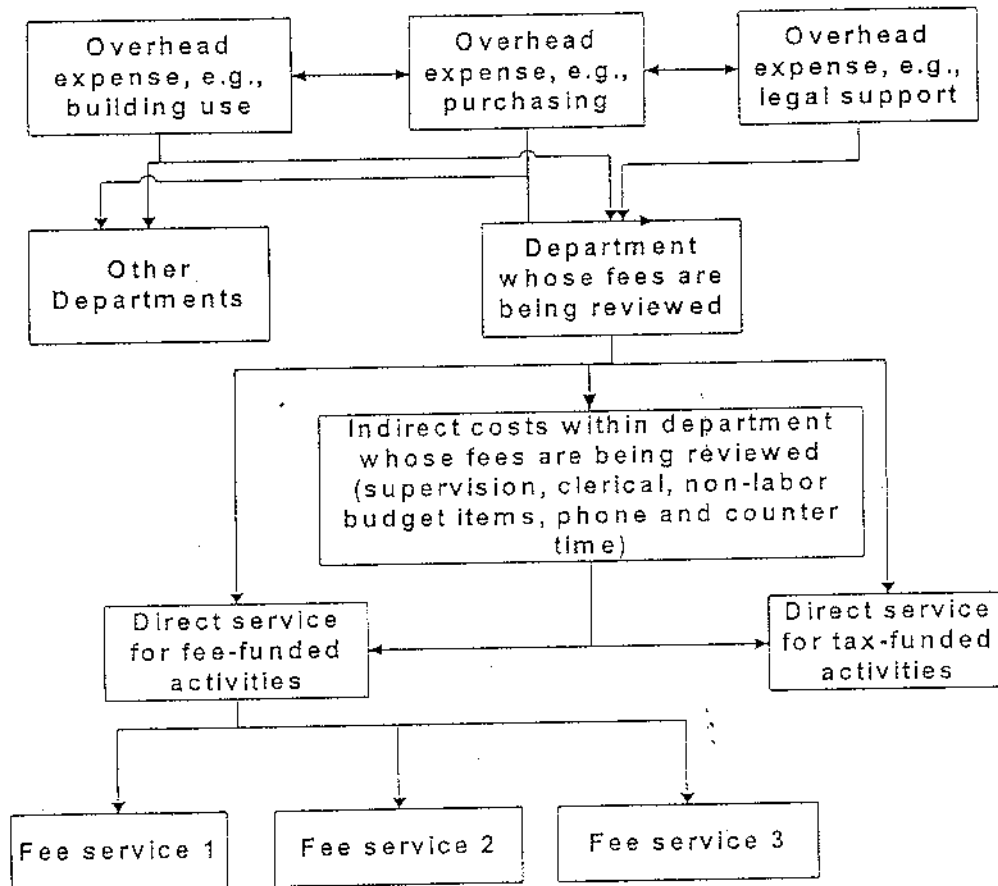
Our first visit to the County requires approximately a half day to a day onsite to collect data and conduct interviews. We build the cost model in our offices over the weeks following that first meeting.

First, we ask the Sheriff or his or her representative to identify the specific services to be studied from the relevant statutes. The statutes give a County the ability to examine a large number of services. In our experience, some services may not be worth reviewing, as they are performed very infrequently, have no paying customers, or present no opportunity for a revenue adjustment.

When the list of services is defined, we begin developing a model to account for and document the cost of each service. This model requires the following information:

- The number of times per year each service is performed, with detail on the number or percent of customers actually charged for the services (department to supply)
- Expenditure information (to be obtained from the budget and payroll)
- Current prices charged (department to supply)
- Labor effort by job title and service (to be obtained by interviewing staff from each department)
- Details on compensated absences accrued, so that fee service customers can make proportionate contributions to the expense of paid leave
- Usage of non-labor budget line items by service (to be obtained by interviewing staff from each department)

The basic flow of direct and shared expenses that we document is shown below:



Develop Report We will review our draft report in person with the Sheriff or his representative to confirm the accuracy of assumptions, facts and calculations. It is likely that the model will need editing.

In our experience, a study of this magnitude requires not more than 24 hours of professional time after delivery of the draft report to conduct any follow-up data collection and analysis, and make changes to the model. Hence, we base this proposal on that level of effort.

Setting fee prices is a policy matter for the County Board. Typically, our clients round down the price to a number more easily remembered (e.g., \$25, vs. \$27.89).

Our final report will contain the model and a narrative section that explains our approach and a template for the County to use in drafting an ordinance to implement new fees. Illinois law requires that a copy of the cost study be on file with the County Clerk for inspection.

The Sheriff's Department will need to spend approximately one week of staff time over the course of the study to support our need for interviews, data collection and review of our draft report and preparation for its discussion of our report with the Board. Most of the time that we spend on the study is in building and refining the cost documentation in our offices and does not require staff time from the client. Typically, we do not attend the Board meeting to present the report, as our narrative report is sufficient documentation.

III QUALIFICATIONS AND STAFFING

MAXIMUS, Inc. is a national management consulting firm dedicated to "Helping Government Serve the People." We serve only public sector clients. We are not auditors, but providers of specialized cost accounting and management consulting services of types not generally provided by other firms.

Our firm was founded in 1975. It is a public company, listed on the New York Stock Exchange. We maintain approximately 130 offices in the United States, employ more than 5,500 people and serve more than 5,000 public agencies annually.

The following are among a few of our recent fee study references:

Client	Contact
St. Clair County	Dr. Dan Maher, 618-277-6600, ext 207
Peoria County	Donna Schwab, Budget Director 309-672-6056
Sangamon County	Ryan McCrady, County Administrator, 217-753-6650
Champaign County	Deb Busey, County Co-Administrator, 217-384-3776
Macon County	Steven Bean, County Clerk, 217-424-1305

Bruce Cowans, who has directed our other Illinois county fee studies, would direct our work in this project. Jeff Gossrow, a manager of our firm, may assist. The work will be conducted by either of these two who is available at the time when the County ultimately approves this project.

IV PROFESSIONAL ARRANGEMENTS

Having prepared this type of analysis for many other counties, we are able to estimate the level of effort with a high degree of confidence. Thus, instead of invoicing based on hourly rates, we propose to invoice our work as a fixed fee, which would include all professional fees and expenses required to perform this work.

The schedule for a typical study is shown below:

Task	1	2	3	4	5	6	7	8
First onsite visit (data collection and interviews)	X							
Develop first draft of cost models		X	X	X				
Second and final onsite visit to present and explain draft reports					X			
County reviews draft data (one week for review after our second visit)						X		
Make requested changes and prepare final report							X	X

If the County is able to provide the data that we require and review our draft report according to this schedule, then it should expect a final report at the end of eight weeks after our onsite work commences. We recognize that this is not always possible and to avoid the effort required to amend a contract for that reason, our proposed agreement allows for 10 weeks to complete the work. If the County adheres to this schedule, the project will be completed according to the schedule shown above.

The County will have additional work to do after we have delivered its report. It must decide whether to increase fees where the study finds current prices to be inadequate. If so, it must also decide the amount of the increases, prepare and approve an ordinance. We will provide information in a format that will help the County to draft an ordinance.

Our fee is a fixed fee of \$9,250, which includes the professional services and travel expenses for two onsite visits.

We would invoice 25 percent of our fee upon commencement and the balance upon delivery of the final report. Should the County not provide comments on the draft report within three weeks of receiving it, we will reissue the report as final.

Exhibit 1 is a copy of our proposed agreement. We will commence work within two weeks of receiving an executed copy of this agreement.

An EMERGENCY APPROPRIATION Ordinance
Amending the McLean County Fiscal Year 2003
Combined Annual Appropriation and Budget Ordinance
General Fund 0001, Facilities Management Department 0041
Health Department Building 0046

WHEREAS, the McLean County Board, on November 19, 2002, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2003 Fiscal Year beginning January 1, 2003 and ending December 31, 2003; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046; and,

WHEREAS, the Property Committee and the County Board recommended approval of the bid award for the installation of new exterior metal siding for the Health Department Building; and,

WHEREAS, it is necessary to amend the fiscal year 2003 Combined Annual Appropriation and Budget Ordinance in order to appropriate in fiscal year 2003 sufficient funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, sufficient funds are available in the unappropriated fund balance of the General Fund 0001 and in certain Health Department Special Revenue Funds to pay the costs of installing the new exterior metal siding for the Health Department Building; and,

WHEREAS, the Property Committee, on Thursday, November 6, 2003, approved and recommended to the County Board an Emergency Appropriation Ordinance to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2003; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Treasurer is directed to add to the appropriated budget of the General Fund 0001, Facilities Management Department 0041, Health Department Building 0046 the following amounts:

Unappropriated Fund Balance	
0001-0041-0046-0400.0000	\$ 169,000.00

Transfer from other Funds	
0001-0041-0046-0450.0011	\$ 169,000.00

(2)

2. That the County Auditor is hereby directed to amend the approved and adopted General Fund 0001, Facilities Management Department 0041, Health Department Building 0046 budget as follows:

Capital Improvements	
0001-0041-0046-0801.0001	\$ 338,000.00

3. That the County Clerk shall provide a certified copy of this ordinance to the County Treasurer, County Auditor, and County Administrator.

ADOPTED by the County Board of McLean County this 18th day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board



DEPARTMENT OF PARKS AND RECREATION
(309)726-2022 FAX (309)726-2025 www.mclean.gov
13001 Recreation Area Dr. Hudson, IL 61748-7594

TO: Honorable Chairman and Members, Property Committee

FROM: Bill Wasson, Director of Parks and Recreation

DATE: 10/28/03

RE: Watercraft Lease Agreement with Illinois State University

The Department of Parks and Recreation is recommending a continuation of the watercraft lease agreement which has been in place with Illinois State University the last eight years. This lease agreement is identical to the agreement approved by the County Board for 2003. The Agreement has previously been reviewed by the McLean County Department of Parks and Recreation, County Risk Management, and State's Attorney's Office staff.

This lease agreement provides for County Parks and Recreation Department use of University owned watercraft in operation of the Evergreen Lake Boat Rental Facility. In doing so, the County has been able to sustain and improve upon watercraft rental service to the public and begin a process of watercraft replacement over a period of years, without a substantial initial capital investment. A lease fee is paid to Illinois State University equaling 17% of gross receipts from rental of University watercraft.

In 2003, the boat rental generated gross income of \$13,470 with direct labor cost of \$2,265 for weekend attendants, an estimated maintenance and operational supplies cost of \$600.00, and a lease payment to Illinois State University of \$673.54 (canoes & sailboat rental), leaving a net direct operational revenue of \$9,931. Boat rental transactions are accomplished on weekdays from 8 am- 6pm by departmental staff at the Visitor Center and Swimming Beach.

I respectfully request that the Property Committee recommend approval of the Watercraft Lease Agreement with Illinois State University to be effective upon approval for the term from January 1, 2004 and expiring December 31, 2004.

LEASE AGREEMENT

This Lease Agreement entered into the 18th day November, 2003 by and between Illinois State University, hereafter referred to as the "University", and the McLean County Board, a body politic, hereafter known as the "County" for and on behalf of the McLean County Department of Parks & Recreation hereafter known as the "Department".

I. Subject of Agreement

The University hereby agrees to Lease watercraft and related equipment to the County of McLean, Illinois to be used for the operation of a boat rental facility at COMLARA County Park in rural Hudson, Illinois.

II. Terms of Lease

This Lease Agreement shall commence on January 01, 2004 and shall expire on December 31, 2004.

III. Description of Watercraft, Equipment and Commodity Items

A. WATERCRAFT

The University will provide watercraft necessary for operation of the boat rental facilities, to include a minimum of twenty one (21) 17 foot aluminum canoes, and two(2) sunfish sailboats (see attachment A).

B. EQUIPMENT

Equipment leased by the University to the County will include a public address system.

C. COMMODITIES

Commodity Items leased by the University to the County will be in three categories:

1. Replacement parts for watercraft - replacement parts will include the University's present inventory of replacement parts for various watercraft. Examples of these items will include extra daggerboards and rudders, oar locks, , extra sails, etc.. The present inventory of replacement parts may be used by the County during scheduled maintenance or whenever it is deemed necessary.
2. Rental Commodities - will include the University's present inventory of paddles, oars, personal floatation devices, anchors, etc.(see attachment B)
3. Soft Commodities - will include a copy of the University's Boat Concession operations manual.

IV. Terms of Lease

It shall be the County's responsibility to inspect all watercraft and rental commodities prior to the commencement of the lease. Any item found to be unsatisfactory shall be brought to the attention of the University so they may be repaired or removed from the inventory prior to implementation of the lease.

Upon acceptance of the rental commodities, it shall be the County's responsibility to perform regular maintenance on the rental commodities. The County shall be responsible for damage or loss of rental Commodities, excepting repairs necessary due to normal wear and tear. The County may at its discretion, repair or compensate the University as outlined in Attachment B for items otherwise damaged, lost, or absent from inventory. The University may inspect items and at their discretion, repair, replace, or delete them from the inventory with no penalty or breach of agreement.

Upon acceptance of the watercraft, it shall be the County's responsibility to perform regular maintenance on the watercraft. The County will repair or at County's discretion, compensate the University as outlined in Attachment A for said watercraft when damage or loss of watercraft result from actions of the County or the County's customers during rental operations. The County shall be responsible for loss of watercraft associated with or resulting from any and all causes, except Acts of God, including negligent operation of the watercraft during the term of the agreement. The County agrees to indemnify and hold harmless the University for any acts, errors, or injuries that may be incurred due to negligent operation of the equipment or commodities.

During the Lease period, total control and responsibility for the rental of watercraft and rental commodities to the public will rest with the County.

During the Lease period, the County shall notify the University of any watercraft that are no longer of use. The University shall inspect items and at their discretion repair, replace, or delete them from the inventory with no penalty or breach of agreement.

At the end of the Lease, the watercraft and rental commodities in current inventory will be returned to winter storage cleaned and in good repair, excepting normal wear and tear from rental operations.

V. Maintenance of Watercraft, Equipment, and Rental Commodities

A. WATERCRAFT

During the term of the lease, the County will perform at its sole cost and expense, all regular maintenance. The University will provide the County with regular maintenance schedules. An authorized agent of the University may inspect watercraft during the lease period to help insure that its watercraft are being maintained.

It will be the responsibility of the County to inspect all watercraft prior to rental to make sure they are safe and dependable. If watercraft are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of state property.

B. EQUIPMENT

Equipment items presently under maintenance contract will be maintained by the University until the contracts expire. Once the Contracts expire, the continued use and maintenance of the equipment will be at the discretion of the County. Repairs for damage due to the negligence of the County will be at the County's expense.

C. COMMODITIES

1. Replacement parts for watercraft -The County will have at its disposal the University's present parts inventory for regular maintenance.
2. Rental Commodities - It shall be the County's responsibility to maintain the rental commodities specified in Attachment B. The University may inspect items and at their discretion, repair, place, or delete them from the inventory with no penalty or breach of agreement.

It will be the responsibility of the County to inspect all rental commodities prior to rental to make sure they are safe and dependable. If items are deemed unsafe or in need of repair, it shall be the County's responsibility to remove such equipment from the public's use. Said equipment shall be returned to University for its determination of disposal of State Equipment.

VI. Lease Fee and Compensation Payments

The Department will pay a franchise fee equal to and no greater than Seventeen(17%) percent of its gross receipts derived from rental of watercraft called for herein which shall represent a rate to the University for leasing of watercraft on or before the expiration date of this agreement. Gross receipts shall be defined as all monies received by the Department from the rental of watercraft provided, except taxes collected from customers for direct remittance to a duly authorized taxing agency, monies collected for lost, destroyed or damaged equipment leased by the Department, and monies returned to customers as refunds. Payment of Lease fee shall be made on or prior to December 31st of each year.

In addition, any compensation for inventory items as outlined in Section 4 and Attachment B of this agreement which the County is required to or chooses to make to the University in lieu of such items shall be made on or before December 31st of each year.

VII. Provision of Insurance

The County shall maintain at all times during the term of this Agreement general liability insurance with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate for third party property damage, bodily injury or personal injury to others statutory Worker's Compensation, and employer's liability insurance with limits of no less than \$500,000. These coverages may be met by Self-Insurance, or Standard Form Insurance Coverage, or a combination of the two. The University shall maintain, at its discretion, insurance for catastrophic losses to its watercraft and rental commodities.

Proof of self-insurance and certificate of excess insurance or standard form insurance covering the term of this agreement must be provided prior to commencement of this agreement.

VIII. Watercraft Rental Charges to the Public

Determining watercraft rental charges shall be the responsibility of the County. The County will notify the University of the rental charges at the beginning of the lease agreement and whenever a new rate schedule is placed into effect.

IX. Accounting

A certified financial report covering all operations conducted under this agreement shall be submitted to the University annually on or before December 31 of each year. A monthly report covering revenues shall be submitted to the University. An official rental card will be issued with each rental. These cards shall be retained by the Department and will be made available to the University upon request. In addition, the Director of Recreation Services, or a duly authorized representative, shall have access to, and right to, examine any pertinent records of the department related to the operations under this agreement.

X. License of Boats

The County will be financially responsible for obtaining an Illinois Department of Natural Resources Rental Boat License for its operation and the watercraft. The University shall be responsible for the Illinois Title and Watercraft Registration fees for all its watercraft.

This Lease Agreement is hereby entered into on the 18th day of November, 2003 as witnessed the hands and seals of the parties hereto.

County of McLean, a body
politic and corporate

Michael F. Sweeney, Chairman of the
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the
County Board of McLean County,
Illinois

For Illinois State University

2004 Lease Period

WATERCRAFT

Canoes	CR#	D.N.R.	ISU	Serial#	Value each
Lowline	1	2388RB	131539	LWN04872M74H-17C	\$125.00
	9	2351RB	131535	LWN04848M74H-17C	\$125.00
	16	2344RB	119478	LWN00163M74A-17C	\$125.00
	19	2330RB	119478	LWN00041M74A-17C	\$125.00
	20	2341RB	131528	LWN04780M74H-17C	\$125.00
	21	2340RB	131529	LWN04376M74A-17C	\$125.00
	22	2339RB	131791	LWN05525M74J-17C	\$125.00
	30	2379RB	131794	LWN05533M74J-17C	\$125.00
	38	2329RB	131789	LWN05534M74J-17C	\$125.00
Alumacraft	2	2387RB	150794	ACB1971PM82A	\$200.00
	3	2386RB	150795	ACB1974PM82A	\$200.00
	4	2385RB	150796	ACB1973PM82A	\$200.00
	7	2353RB	150797	ACB1972PM82A	\$200.00
	18	2342RB	150800	ACB1967PM82A	\$200.00
	31	2378RB	150799	ACB1968PM82A	\$200.00
	37	2332RB	150801	ACB1970PM82A	\$200.00
Grumman	13	2347RB	118777	GBP-05359-0373	\$150.00
	23	2338RB	131435	GBP-14100-0973	\$150.00
	25	2383RB	131434	GBP-13985-0973	\$150.00
	28	2331RB	118776	20554-GP-5-17	\$150.00
	39	2328RB	118961	GBP-04549-0373	\$150.00
Sailboats	1	768RB	156984	AMF10851M84G	\$300.00
	2	1784RB	168922	AIW24096C787	\$350.00

Attachment B

2004 Lease Period

<u>Commodity Item</u>	<u>Number</u>	<u>Value each</u>
Lifejackets(PFD's)		
Adult jackets	97	\$2.00
Child	37	\$1.00
Paddles		
4 1/2 foot & 5 foot	61	\$4.00
Sail Paddles	14	\$2.00
Oars(pair)	1	\$5.00
Anchors	5	\$5.00



Facilities Management

104 W. Front Street, P.O. Box 2400
Bloomington, Illinois 61702-2400
(309) 888-5192 voice
(309) 888-5209 FAX jack@McLean.gov

To: Honorable Chairman and Members of the Property Committee
Mr. John M. Zeunik, County Administrator

From: Jack Moody, CFM *Jack Moody*
Director, Facilities Management

Date: November 3, 2003

Subj: **McBarnes Bid Opening**

In accordance with bid specifications, at 2:00 p.m. on Thursday, October 30, 2003, a formal bid opening occurred for all interested bidders for the purchase of the McBarnes Memorial Building, 201 E. Grove Street, Bloomington, Illinois.

Attached, please find a summary of the bids submitted by the three interested bidders, which includes all raised bid amounts which were voiced after bids were opened. The final bid was from Mr. David Bentley, for \$400,000.00. Mr. Brian Hug, Civil Assistant States Attorney, officiated the bid-opening event.

Mr. Brian Hug is now working with Mr. David Bentley on purchase contracts and will have the contracts for your review and approval at the Property Committee meeting on Thursday, November 6, 2003.

Thank you.

JEM:
enclosure

Seller: The County of McLean

Buyer: David T. Bentley

376001569

FEIN

Social Security No. or FEIN

104 West Front
Bloomington, Illinois

2121 Morrissey Drive
Bloomington, IL 61701

Attorney:

Brian Hug

Asst. State's Attorney

104 W. Front Room 701

Bloomington, IL 61701

309- 888- 5110

Attorney:

Darrell L. Hartweg

Hartweg, Turner, Wood &
Simkins P.C.

207 W. Jefferson, Suite 400

Bloomington, IL 61702

827-0044

CONTRACT FOR SALE OF REAL ESTATE

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT.

THIS CONTRACT is entered into between **The County of McLean, Illinois**, hereinafter referred to as Seller, and **David T. Bentley**, hereinafter referred to as Buyer, who agree as follows:

1. **DESCRIPTION, PRICE and PAYMENT:** Seller sells the following described real estate, to-wit:

"A part of Lots 5 and 6, Bloomington Town Survey, a Part of the City of Bloomington Township, East half, Southwest Quarter, Section 4, Township 23N, Range 2E, McLean County, Illinois, except beginning at the Southwest Corner of said Lot 6, thence east 95.08 feet along the south line of said Lots 6 and 5 to the Southeast Corner of Lot 5, thence north 112.66 feet along the east line of said Lot 5, thence west 95.95 feet to a point on the west line of said Lot 6, said point being 112.77 feet north of the Southwest Corner thereof, thence south 112.77 feet along the west line of said Lot 6 to the Point of Beginning."

(PIN: 21-04-350-002)

with all improvements located thereon, to Buyer, who agrees to pay **\$400,000.00** therefor in the manner following: **\$40,000.00** (the "downpayment," inclusive of earnest money) upon the execution of this Contract to be delivered to Seller, receipt of which is hereby acknowledged and the remainder by cashier's check, certified funds or the equivalent on or before the **19th** day of **January, 2004**, and on receipt of deed.

2. **EVIDENCE OF TITLE:** Buyer is to take the property with a quitclaim deed. No evidence of title will be supplied. Seller is not responsible for any expenses related to title insurance commitments or buyer's title policies.

3. **DEED AND POSSESSION:** Seller will cause fee simple title to said real estate to be conveyed to Buyer, or to such party as Buyer may direct, by Quit-claim Deed, and shall deliver possession to Buyer upon payment being made as herein provided, on or before the 19th day of January, 2004.

4. **RISK OF LOSS:** This Contract is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

5. **TAXES:** Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest tax information available. Further, the parties agree that the real estate taxes shall **not** be re-prorated for a given year upon receipt of the actual real estate tax bills. This provision shall survive closing and delivery of deeds.

6. **ENCUMBRANCES:** Easements and building or use restrictions of record, and zoning and building ordinances, if any, shall not be considered as rendering title unmerchantable or unacceptable.

7. **FINANCING:** This Contract is not subject to Buyer obtaining financing

8. **INSPECTION AND DUE DILIGENCE:** Buyer has had adequate opportunity to inspect the premises and accepts the premises "as is". Buyer may inspect the premises during reasonable times prior to closing subject to the interest of tenants.

9. **TOXIC OR HAZARDOUS WASTE:** a) Seller is unaware of any toxic or hazardous waste materials being stored or having been stored on the premises or the existence of any underground fuel storage tanks on the property, and further represents that no notices have been received from the Illinois Environmental Protection Agency or the Illinois Environmental Pollution Control Board or any other governmental entity with regard to a toxic or hazardous waste problem with the property.

b) By execution of this Agreement, buyer shall be deemed to have accepted the Property in an "as is" condition, which term specifically includes the environmental condition of the Property and is intended to shift the risk of environmental liability to Buyer and Buyer, upon closing, releases Seller from any claims related to the environmental condition of the Property. The terms of this section shall survive closing.

10. **COMPLIANCE WITH REGULATIONS:** Seller makes no warranties regarding compliance with any Federal, State, or local statutes, ordinances, rules or regulations of any kind. Buyer accepts the property "as is" with all faults.

11. **SELLER'S WARRANTIES:** Seller hereby provides the following warranties:

- A. No work has been done upon, or materials furnished to, the premises, which could give rise to a lien under the Illinois Mechanics' Lien Act;
- B. Additional Warranties: None

12. **TERMITE INSPECTION:** Seller shall not be responsible for a termite inspection.

13. **ACCEPTANCE OF THE PREMISES.** Seller will deliver and purchaser will accept the premises in substantially the same condition at closing as on the date of execution, except for ordinary wear and tear.

14. **LEASES:** Buyer is aware of the existing leases on the property and accepts the premises subject to those leases. Seller will not enter into any new leases for the premises without the express written consent of the Buyer. Upon Closing the Seller will advise the tenants of the change of ownership and direct that all rents and other payments be made to the Buyer or as the Buyer directs. Prior to closing, Seller shall deliver copies of all existing leases to Buyer

15. **RECORDING:** Buyer will at or immediately after closing complete all required real property transfer declarations, cause all declarations and payments of transfer taxes to be delivered to the appropriate officials and cause the deed to be recorded. Buyer shall pay any governmental charges and any filing or recording fees.

16. **ADDITIONAL PROVISIONS:**

A. Seller and Buyer agree to comply with the requirements of the Real Estate Settlement Procedures Act.

B. Words importing the masculine gender include the feminine, words importing the singular number include the plural, and words importing the plural number include the singular;

C. The covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators, and assigns of the respective parties;

D. Time is of the essence of this Contract;

E. Other: NONE

17. **ESCROWEE:** There shall be no escrowee for this contract. The downpayment shall be held by the County of McLean pending closing of the contract.

18. **NOTICES, ETC.:** Communications or notices with reference to this Contract may be delivered by or to the parties or their respective attorneys as shown on the first page hereof.

19. **PREPARATION AND APPROVAL:** This Contract was prepared by R. Brian Hug, Assistant State's Attorney for the County of McLean, and approved by Darrell Hartweg, Buyer's attorney.

20. **SETTLEMENT:** Closing shall be held at the office of The State's Attorney or such place as the parties may agree.

21. **ATTORNEY'S FEES AND EXPENSES:** Should either Seller or Buyer be required to incur attorney's fees, costs, and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Contract, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

21. **LIQUIDATED DAMAGES:** If Buyer defaults, Seller may elect to:
(A) Retain the downpayment (including earnest money) as full compensation for all loss (in which event the earnest money will be treated as liquidated damages), or
(B) Pursue any available remedy.

22. **ENTIRE AGREEMENT:** This Contract represents the entire agreement of the parties. Any prior written or oral agreements of the parties regarding the transaction which is the subject of this Contract merge with and are superseded by this Contract.

THIS IS INTENDED TO BE A LEGAL DOCUMENT. AN ATTORNEY AT LAW SHOULD BE CONSULTED PRIOR TO THE EXECUTION OF THIS DOCUMENT

IN WITNESS WHEREOF, the parties to these presents have hereunto set this hands and seals to several counterparts of this Contract, of equal effect. This contract will be deemed effective as of the last date signed.

SELLER

Michael Sweeney Date
Chairman, McLean County Board

BUYER

David T. Bentley Date

11-6-03

Attest:

Peggy Ann Milton
McLean County Clerk

D:/McBarnes Contract

McBarnes Building
 Bid Opening - October 30, 2003

	Bentley	Brady	United Way
Opening Bid:	\$200,000	\$40,000	\$50,000
Auction/Raise Bid:			
Bid (1)			\$205,000
Bid (2)	\$210,000		
Bid (3)			\$215,000
Bid (4)	\$250,000		
Bid (5)			\$255,000
Bid (6)	\$300,000		
Bid (7)			\$305,000
Bid (8)	\$350,000		
Bid (9)		\$355,000	
Bid (10)	\$360,000		
Bid (11)		\$365,000	
Bid (12)	\$370,000		
Bid (13)		\$375,000	
Bid (14)	\$380,000		
Bid (15)		\$385,000	
Bid (16)	\$390,000		
Bid (17)		\$395,000	
Bid (18)	\$400,000		
Final Bid/Price:	\$400,000		

McLEAN COUNTY

Fiscal Year 2004 Recommended Budget

Pages 1 - 3

CATEGORY	Fund: General 0001	FY 2002 BUDGET	FY 2003 BUDGET	RECOMMENDED FY 2004 BUDGET	Department: County Board 0001		AMOUNT OF INCREASE	% INCREASE OVER FY 2003
Revenue		\$ 14,180,877	\$ 14,260,317	\$ 14,591,532			\$ 331,215	2.32%
Salaries		\$ 168,780	\$ 169,974	\$ 170,085			\$ 111	0.07%
Fringe Benefits		\$ 8,000	\$ 8,000	\$ 8,000			\$ -	0.00%
Materials & Supplies		\$ 4,000	\$ 4,000	\$ 4,000			\$ -	0.00%
Contractual		\$ 879,420	\$ 833,089	\$ 968,089			\$ 135,000	16.20%
Capital Outlay		\$ 141,973	\$ 94,900	\$ 112,000			\$ 17,100	18.02%
Other		\$ -	\$ -	\$ -			\$ -	
TOTAL:		\$ 1,202,173	\$ 1,109,963	\$ 1,262,174			\$ 152,211	13.71%

Please see attached highlights of the Recommended Budget.

McLean County
Fiscal Year 2004 Recommended Budget

Fund: General 0001

Department: County Board 0001

Highlights of the Recommended Budget:

REVENUE:

401.0001 General Property Taxes: This revenue line item account has increased from \$6,426,320.00 in the FY'2003 Adopted Budget to \$6,806,498.00 in the FY'2004 Recommended Budget. The increase in the General Fund Property Tax Levy is based on the final 2002 adjusted Equalized Assessed Valuation of \$2,580,344,617.00. The projected 2003 Equalized Assessed Valuation of \$2,935,000,000.00 reflects a 5.94% increase over the previous year. The adjusted Equalized Assessed Valuation, which is used to compute the tax rate, is projected at \$2,723,562,600.00 which is an increase of 5.55% over the prior year. The proposed General Fund property tax levy would result in a tax rate of \$0.24991 per \$100 of equalized assessed valuation. The statutory maximum tax rate is \$0.25000 per \$100 of equalized assessed valuation.

407.0001 Retailers Occupation Tax: This revenue line item account has increased from \$4,853,011.00 in the FY'2003 Adopted Budget to \$4,975,457.00 in the FY'2004 Recommended Budget. This represents a 2.61% increase over the prior year. Year-to-date sales tax receipts through October 31, 2003 total \$4,112,501.85. The projected 2003 sales tax revenue to year-end totals \$4,954,821.51.

407.0002 State Income Tax: This revenue line item account has decreased from \$1,425,500.00 in the FY'2003 Adopted Budget to \$1,175,500.00 in the FY'2004 Recommended Budget. Year-to-date State income tax receipts through October 31, 2003 total \$992,092.23. The projected 2003 State income tax revenue to year-end totals \$1,195,291.84. Given the economic condition of the State and the number of Illinois based companies that have announced significant layoffs, the State Income Tax revenue will likely be depressed during FY'2004. In addition, to address the State's significant budget

(2)

shortfall, the Illinois Legislature enacted and the Governor signed into law a change in the formula used to allocate State Income Tax revenues to the Local Government Income Tax Distributive Fund. As a result of this change, local governments will see a 9% decrease in State Income Tax revenues.

407.0010 Personal Property Replacement Tax: This revenue line item account has decreased from \$864,057.00 in the FY'2003 Adopted Budget to \$800,000.00 in the FY'2004 Recommended Budget. This represents a 7.41% decrease over the prior year. Year-to-date personal property replacement tax receipts through October 31, 2003 total \$761,951.36. The total revenue budgeted is based on the letter received from the Illinois Department of Revenue. Every year the Department of Revenue advises the County of the anticipated amount of Personal Property Replacement Tax revenue to be received in the coming fiscal year.

404.0007 Safe Havens Federal Grant: This revenue line item account has been added in the FY'2004 Recommended Budget to account for the receipt of the Safe Havens Federal Grant funds. The County is the recipient of the grant funding. The Children's Foundation administers the grant and delivers the services that are to be provided pursuant to the terms of the grant agreement.

407.0009 Inheritance Tax Fees: This revenue line item account has decreased from \$100,000.00 in the FY'2003 Adopted Budget to \$60,000.00 in the FY'2004 Recommended Budget. This represents a 40% decrease over the prior year. Year-to-date inheritance tax fee receipts through October 31, 2003 total \$40,140.58.

410.0114 Off-Track Betting: This revenue line item account has increased from \$76,000.00 in the FY'2003 Adopted Budget to \$85,000.00 in the FY'2004 Recommended Budget. This represents an 11.8% decrease over the prior year. Year-to-date off-track betting revenues through October 31, 2003 total \$66,936.06.

450.0011 Transfer from Other Funds: This revenue line item account has increased from \$170,710.00 in the FY'2003 Adopted Budget to \$209,195.00 in the FY'2004 Recommended Budget. This Transfer covers the FICA/Social Security expense and the IMRF expense for the County employees at MetCom. The County's share of the annual operating expense for MetCom is paid from a contract services line item in the County Board's departmental budget (see line item account 777.0017 below).

(3)

EXPENDITURES:

Personnel:

There is no change in the FTE Staffing level in the FY'2004 Recommended Budget.

Materials and Supplies:

All of the Materials and Supplies line item accounts have been budgeted in the FY'2004 Recommended Budget at the same dollar amount as in the FY'2003 Adopted Budget.

Contractual Services:

All of the Contractual Services line item accounts have been budgeted in the FY'2004 Recommended Budget at the same dollar amount or less as in the FY'2003 Adopted Budget, with the following exceptions:

706.0001 Contract Services: This line item account has decreased from \$45,000.00 in the FY'2003 Adopted Budget to \$28,350.00 in the FY'2004 Recommended Budget. This line item account includes the following contractual obligations to be funded during FY'2004: Anderson Legislative Services, labor relations outside counsel, and the County's share of the groundwater monitoring study.

715.0001 Dues and Memberships: This line item account has increased from \$5,000.00 in the FY'2003 Adopted Budget to \$6,000.00 in the FY'2004 Recommended Budget. This line item account includes the following Dues and Membership expenses: National Association of Counties (NACo @ \$2,613.00); McLean County Mayor's Association (\$100); and McLean County Chamber of Commerce (\$3,006.50).

777.0017 Metro McLean County Centralized Communications: This line item account has increased from \$421,711.00 in the FY'2003 Adopted Budget to \$431,024.00 in the FY'2004 Recommended Budget. Pursuant to the Intergovernmental Agreement between the City of Bloomington, Town of Normal, McLean County, and the Emergency Telephone Systems Board, this line item account reflects the County's share of the annual operating expenses for the Metro McLean County Centralized Communications Center, Fund 0452, Department 0030.

(4)

777.0018 Safe Havens Grant: This expenditure line item account has been added in the FY'2004 Recommended Budget to account for the expenditure of the Safe Havens Federal Grant funds. The County is the recipient of the grant funding. The Children's Foundation administers the grant and delivers the services that are to be provided pursuant to the terms of the grant agreement.

780.0001 McLean/DeWitt/Livingston R.O.E.: This line item account has increased from \$189,118.00 in the FY'2003 Adopted Budget to \$206,896.00 in the FY'2004 Recommended Budget. Pursuant to the Intergovernmental Agreement between DeWitt County, Livingston County, and McLean County, this increase is based on the County's share of the FY'2004 budget for the McLean/DeWitt/Livingston Regional Office of Education.

Capital Outlay:

840.0001 Purchase of Vehicles: This line item account has increased from \$94,900.00 in the FY'2003 Adopted Budget to \$112,000.00 in the FY'2004 Recommended Budget. Pursuant to the adopted Resolution Establishing the Budget Policy for Fiscal Year 2004, this line item account includes funding to purchase vehicles for the Sheriff's Department (6-7 police pursuit vehicles) and the Coroner's Office (1 vehicle to replace an existing 8 year old vehicle). Because of the tight FY'2003 General Fund budget, the Sheriff's Department and the Coroner's Office are planning to purchase the Chevrolet Impala, which is less expensive than the Ford Crown Victoria and is less expensive to operate (better fuel use/higher mpg).

November 12, 2003

Memo to: The Honorable Chairman and Members of the McLean County Board

From: John M. Zeunik
County Administrator

Re: Review of Recommended Budget for Fiscal Year 2004

To assist you during your review and consideration of the Recommended Budget for Fiscal Year 2004, I have summarized below the specific line item operating account changes made during the Oversight Committee review process. I have also enclosed a Summary of the Personnel Changes as tentatively approved and recommended by the Oversight Committees. Should you have any questions concerning this information, please call me at 888-5110.

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
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EXECUTIVE COMMITTEE

<u>0001 County Board</u>	\$1,262,174	\$ 1,262,174	\$ 0
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<u>0002 County Administrator</u>	\$ 414,178	\$ 414,178	\$ 0
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<u>0043 Information Services</u>	\$1,971,009	\$ 1,971,009	\$ 0
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(2)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
FINANCE COMMITTEE			
<u>0003 County Auditor</u>	\$ 295,950	\$ 295,950	\$ 0
<u>0004 County Treasurer</u>	\$ 332,144	\$ 332,144	\$ 0
<u>0005 County Clerk</u>	\$ 727,147	\$ 727,147	\$ 0
0164-0005 County Clerk Document Storage Fund	\$ 47,567	\$ 47,567	\$ 0
<u>0006 County Recorder</u>	\$ 196,837	\$ 196,837	\$ 0
Recorder Document Storage Fund 0137-0006	\$ 206,122	\$ 206,122	\$ 0
<u>0048 Bloomington Election Commission</u>	\$ 441,528	\$ 441,528	\$ 0
<i>Please note: The Finance Committee and Executive Committee forwarded the Bloomington Election Commission budget to the County Board without any recommendation.</i>			
<u>0049 Supervisor of Assessments</u>	\$ 630,007	\$ 630,007	\$ 0

(3)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
FINANCE COMMITTEE			
<u>0130 Social Security</u>	\$ 1,942,734	\$ 1,942,734	\$ 0
<u>0131 I.M.R.F.</u>	\$ 1,743,308	\$ 1,743,308	\$ 0
<u>0133 Cooperative Extension</u>	\$ 425,000	\$ 425,000	\$ 0
<u>0134 Historical Museum</u>	\$ 54,470	\$ 54,470	\$ 0
<u>0135 Tort Judgment</u>	\$ 1,989,664	\$ 1,989,664	\$ 0
<u>0136 Veterans Assistance</u>	\$ 149,190	\$ 149,190	\$ 0
<u>0167 GIS Fees Fund</u>	\$ 80,000	\$ 80,000	\$ 0
<u>Health Department Funds:</u>			
<u>0102 Dental Sealant Grant</u>	\$ 145,346	\$ 145,346	\$ 0
<u>0103 WIC Program</u>	\$ 304,982	\$ 304,982	\$ 0
<u>104 Health Promotion Grant</u>	\$ 16,000	\$ 16,000	\$ 0

(4)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
FINANCE COMMITTEE			
<u>0105 Preventive Health Program</u>	\$ 120,823	\$ 120,823	\$ 0
<u>0106 Family Case Mgmt.</u>	\$ 809,016	\$ 809,016	\$ 0
<u>0107 AIDS/Communicable Disease Control</u>	\$ 153,431	\$ 153,431	\$ 0
<u>0110 Persons/Developmental Disabilities</u>	\$ 568,257	\$ 568,257	\$ 0
<u>0111 TB Care & Treatment</u>	\$ 285,309	\$ 285,309	\$ 0
<u>0112 Health Department</u>	\$3,465,810	\$3,465,810	\$ 0
<u>113 S.P.I.C.E. Grant</u>	\$ 0	\$ 0	\$ 0
<u>0401 Nursing Home</u>	\$5,732,018	\$5,732,018	\$ 0
JUSTICE COMMITTEE			
<u>0008 Merit Board</u>	\$ 15,530	\$ 15,530	\$ 0
<u>0015 Circuit Clerk</u>	\$1,793,782	\$1,793,282	\$ (500)

(5)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
JUSTICE COMMITTEE			
The Justice Committee recommended approval of the following amendment in the Circuit Clerk's Office:			
718.0001 Schooling & Conference	\$ 1,500	\$ 1,000	(\$500)
Circuit Clerk Court Automation 0140-0015	\$ 232,341	\$ 232,341	\$ 0
Circuit Clerk Court Document 0142-0015	\$ 215,311	\$ 215,311	\$ 0
Circuit Clerk Child Support 0143-0015	\$ 55,295	\$ 55,295	\$ 0
Circuit Clerk IDPA IV-D Project 0156-0015	\$ 35,948	\$ 35,948	\$ 0
<u>0016 Circuit Court</u>	\$ 781,066	\$ 781,066	\$ 0
Circuit Court IDPA IV-D Project 0156-0016	\$ 33,400	\$ 33,400	\$ 0
<u>0018 Jury Commission</u>	\$ 95,638	\$ 95,638	\$ 0

(6)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
JUSTICE COMMITTEE			
<u>0020 State's Attorney's Office</u>	\$1,971,782	\$1,971,782	\$ 0
State's Attorney's Office Asset Forfeiture Fund 0152	\$ 1,600	\$ 1,600	\$ 0
State's Attorney IDPA IV-D Project 0156-0020	\$ 150,947	\$ 150,947	\$ 0
<u>0021 Public Defender</u>	\$1,263,748	\$1,263,748	\$ 0
<u>0022 Court Services</u>	\$3,255,670	\$3,255,670	\$ 0
Court Services Juvenile Probation Services Fund 0145-0022	\$ 42,520	\$ 42,520	\$ 0
Court Services Adult Probation Services Fund 0146-0022	\$ 438,451	\$ 307,024	(\$131,427)
The Justice Committee recommended approval of the following amendment in the Court Services Adult Probation Services Fund:			
410.0091 Testing Fees	\$ 27,000	\$ 21,410	(\$5,590)
410.0099 Adult Probation Fees	\$ 196,666	\$ 192,240	(\$3,760)

(7)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
JUSTICE COMMITTEE			
410.0105 DNA Testing Fees	\$ 0	\$ 4,266	\$4,266
410.0160 Victim Impact Fees	\$ 7,700	\$ 6,236	(\$3,434)
410.0161 Youth Intoxication Driver Fees	\$ 460	\$ 525	\$ 65
410.0162 Community Service Fee	\$ 7,100	\$ 6,504	(\$596)
410.0163 Domestic Violence Fee	\$ 3,100	\$ 2,577	(\$523)
400.0000 Unappropriated Fund Balance	\$ 196,425	\$ 73,266	(\$123,153)
601.0001 Clothing/Employees	\$ 2,500	\$ 500	(\$2,000)
621.0001 Operational Supplies	\$ 5,500	\$ 2,000	(\$3,500)
622.0004 Drug Testing Chemicals	\$ 45,000	\$ 40,000	(\$5,000)
706.0001 Contract Services	\$ 139,002	\$ 44,075	(\$94,927)
715.0001 Dues and Memberships	\$ 1,800	\$ 1,800	\$ 0
718.0001 Schooling & Conferences	\$ 12,000	\$ 2,000	(\$10,000)

(8)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
JUSTICE COMMITTEE			
750.0001 Equipment Maintenance Contract	\$ 1,500	\$ 1,500	\$ 0
750.0004 Software License Agreement	\$ 2,500	\$ 2,000	(\$500)
757.0002 Non-Employees Medical	\$ 500	\$ 500	\$ 0
832.0001 Purchase of Furnishings	\$ 1,000	\$ 0	(\$1,000)
833.0002 Purchase of Computer Equipment	\$ 5,000	\$ 0	(\$5,000)
839.0001 Purchase of Radio Equipment	\$ 2,500	\$ 0	(\$2,500)
840.0001 Purchase of Vehicles	\$ 45,000	\$ 38,000	(\$7,000)
999.0001 Interfund Transfer	\$ 174,649	\$ 174,649	\$ 0
<u>0029 Sheriff's Department</u>	\$6,616,555	\$6,616,555	\$ 0
Sheriff's Department Court Security 0141-0029	\$ 455,000	\$ 455,000	\$ 0

(9)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
Sheriff's Department			
Domestic Violence			
Grant Fund 0150-0029	\$ 0	\$ 0	\$ 0
Sheriff's Department			
COPS in School			
Grant Fund 0166-0029	\$ 18,961	\$ 18,961	\$ 0
<u>0031 Coroner</u>	\$ 392,045	\$ 392,045	\$ 0
<u>0032 Rescue Squad</u>	\$ 16,235	\$ 16,235	\$ 0
<u>0047 E.S.D.A.</u>	\$ 131,179	\$ 131,179	\$ 0
<u>0062 Children's Advocacy Center Fund 0129</u>	\$ 458,213	\$ 458,213	\$ 0
<u>0030 Metro McLean County Centralized Communications Fund 0452</u>	\$2,252,664	\$2,252,664	\$ 0
LAND USE AND DEVELOPMENT COMMITTEE			
<u>0038 Building and Zoning</u>	\$ 281,160	\$ 281,160	\$ 0
<u>0159 Solid Waste Management Fund</u>	\$ 170,000	\$ 170,000	\$ 0

(10)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
PROPERTY COMMITTEE			
0040 Parks and <u>Recreation</u>	\$ 411,649	\$ 411,649	\$ 0
Parks and Recreation Evergreen Lake Lease Fund 0147-0040	\$ 18,919	\$ 18,919	\$ 0
0041 Facilities <u>Management</u>			
Juvenile Detention	\$ 178,467	\$ 178,467	\$ 0
Metro McLean County Centralized Communications	\$ 89,853	\$ 89,853	\$ 0
200 W. Front Street	\$ 470,157	\$ 470,157	\$ 0
Courthouse Maintenance	\$ 144,316	\$ 144,316	\$ 0
Law & Justice Center	\$1,822,001	\$1,822,001	\$ 0
Government Center	\$ 430,248	\$ 430,248	\$ 0

(11)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
PROPERTY COMMITTEE			
Public Building Commission Lease/Debt Service 0161			
Law & Justice Center	\$2,115,613	\$2,115,613	\$ 0
Government Center	\$ 293,093	\$ 293,093	\$ 0
Public Building Commission Additional Rent/ Operations & Maintenance 0162			
Old County Courthouse	\$ 134,316	\$ 134,316	\$ 0
Law & Justice Center	\$1,817,411	\$1,817,411	\$ 0
Government Center	\$ 151,056	\$ 151,056	\$ 0
Fairview Building Lease Fund 0360	\$ 74,075	\$ 74,075	\$ 0

(12)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
TRANSPORTATION COMMITTEE			
<u>0120 Highway Department</u>	\$2,608,686	\$2,562,686	(\$46,000)
The Transportation Committee recommended the following amendment to the FY'2004 Recommended Budget:			
401.0001 General Property Tax	\$2,005,806	\$1,959,806	(\$46,000)
801.0001 Capital Improvements	\$ 30,000	\$ 0	(\$30,000)
810.0001 Construction Roads/ Bridges/Culverts	\$ 398,513	\$ 394,013	(\$4,500)
838.0002 Purchase Machinery Equipment	\$ 408,500	\$ 397,000	(\$11,500)
<u>0121 County Bridge Matching</u>	\$ 1,482,000	\$1,447,000	(\$35,000)
The Transportation Committee recommended the following amendment to the FY'2004 Recommended Budget:			
401.0001 General Property Tax	\$1,357,000	\$ 1,322,000	(\$35,000)
716.0001 Maintenance Roads/Drainage Structures	\$ 80,000	\$ 50,000	(\$30,000)
760.0001 Contingent	\$ 5,000	\$ 0	(\$5,000)

(13)

<u>COMMITTEE/DEPARTMENT LINE ITEM ACCOUNT</u>	<u>ADMINISTRATOR RECOMMENDATION</u>	<u>COMMITTEE RECOMMENDATION</u>	<u>INCREASE/ (DECREASE)</u>
TRANSPORTATION COMMITTEE			
0122 McLean County <u>Matching</u>	\$1,024,000	\$1,024,000	\$ 0
0123 Motor Fuel Tax	\$3,597,000	\$3,597,000	\$ 0

**FISCAL YEAR 2004 COMBINED ANNUAL
APPROPRIATION AND BUDGET ORDINANCE**

WHEREAS, pursuant to Chapter 55, Illinois Compiled Statutes (1992), Paragraph 5/6-1002, the County Board of the County of McLean, Illinois, has considered and determined the amount of monies estimated and deemed necessary to meet and defray all legal liabilities and necessary expenditures to be incurred by and against the County of McLean for the 2004 Fiscal Year beginning January 1, 2004 and ending December 31, 2004, and has further listed and specified the several detailed statements of budgeted itemized County expenditures in the attached recommended budgets; now, therefore,

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD, County of McLean in the meeting assembled that the 2004 Fiscal Year begins January 1, 2004 and ends December 31, 2004.

BE IT ORDERED, that the attached recommended budget be and the same is hereby adopted and appropriated as the annual budget of McLean County for the 2004 Fiscal Year beginning January 1, 2004.

BE IT FURTHER ORDERED, that the amounts listed as budget amounts for the fiscal year in the schedules of the annual budget herein adopted be and the same are hereby appropriated for the purposes herein specified or so much thereof as may be authorized by law, which amounts are in summary those listed below:

ADOPTED by the County Board of the County of McLean, Illinois, this 18th day of November, 2003.

ATTEST:

ADOPTED:

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

Michael F. Sweeney, Chairman
McLean County Board

FISCAL YEAR 2004 RECOMMENDED BUDGET

COUNTY FUND	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
GENERAL FUND 0001							
0001 County Board	1,202,173	1,267,401	1,109,963	1,333,986	1,262,174	152,211	13.71%
0002 County Administrator	375,863	378,326	391,758	391,758	414,178	22,420	5.72%
0003 County Auditor	264,658	265,248	278,982	278,982	295,950	16,968	6.08%
0004 County Treasurer	340,962	310,440	321,125	321,125	332,144	11,019	3.43%
0005 County Clerk	582,959	570,457	559,644	559,644	727,147	167,503	29.93%
0006 County Recorder	176,061	184,440	190,064	190,064	196,837	6,773	3.56%
0008 Merit Board	14,631	13,466	15,000	15,000	15,350	350	2.33%
0015 Circuit Clerk	1,625,633	1,568,588	1,695,022	1,695,022	1,793,282	98,260	5.80%
0016 Circuit Court	762,551	767,315	779,787	781,017	781,066	1,279	0.16%
0018 Jury Commission	92,762	82,071	92,929	92,929	95,638	2,709	2.92%
0020 State's Attorney	1,911,813	1,891,896	1,879,736	1,902,044	1,971,782	92,046	4.90%
0021 Public Defender	1,213,701	1,285,880	1,227,522	1,227,522	1,263,748	36,226	2.95%
0022 Court Services	2,962,810	3,100,279	3,195,777	3,198,272	3,255,670	59,893	1.87%
0029 Sheriff's Department	6,035,671	5,987,803	6,216,332	6,238,076	6,616,555	400,223	6.44%
0031 Coroner's Office	354,847	383,078	388,112	389,612	392,045	3,933	1.01%
0032 Rescue Squad	25,355	33,713	16,235	16,235	16,235	0	0.00%
0038 Building & Zoning	263,345	272,178	272,370	272,370	281,160	8,790	3.23%
0040 Parks and Recreation	383,510	340,600	381,816	399,056	411,649	29,833	7.81%
0041 Facilities Management	3,079,701	2,798,172	2,866,109	2,885,253	3,135,042	268,933	9.38%
0043 Information Services	1,782,557	1,812,689	1,939,858	1,942,822	1,971,009	31,151	1.61%
0047 E.S.D.A.	145,207	176,498	142,775	142,775	131,179	-11,596	-8.12%
0048 Bloomington Election	390,902	396,249	414,360	414,360	441,528	27,168	6.56%
0049 Assessment Office	604,121	578,729	673,313	705,874	630,007	-43,306	-6.43%
Total for General Fund:	24,591,793	24,465,516	25,048,589	25,393,798	26,431,375	1,382,786	5.52%

	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
SPECIAL REVENUE FUNDS							
0102 Dental Sealant Grant	163,869	162,391	167,157	167,457	145,346	-21,811	-13.05%
0103 W.I.C. Grant	244,672	267,049	263,186	286,186	304,982	41,796	15.88%
0104 Health Promotion Grant	16,500	16,949	15,000	15,000	16,000	1,000	6.67%
0105 Preventive Health Grant	173,567	146,435	128,199	128,199	120,823	-7,376	-5.75%
0106 Family Case Management	694,080	734,933	777,680	796,597	809,016	31,336	4.03%
0107 AIDS/Communicable Disease	50,842	95,381	81,750	164,169	153,431	71,681	87.68%
0110 Persons/Dev. Disabilities Fund	535,860	532,158	555,176	555,176	588,257	13,081	2.36%
0111 TB Care & Treatment Fund	260,649	248,737	268,495	275,541	285,309	16,814	6.26%
0112 Health Department Fund	3,289,946	3,226,222	3,370,229	3,407,208	3,465,810	95,581	2.84%
0113 S.P.I.C.E. Grant	21,535	268	0	0	0	0	0.00%
0120 Highway Department Fund	2,443,121	2,315,569	2,522,536	2,704,092	2,562,686	40,150	1.59%
0121 Bridge Matching Fund	1,258,163	432,657	1,400,378	1,400,378	1,447,000	46,622	3.33%
0122 County Matching Fund	902,372	850,750	971,033	971,033	1,024,000	52,967	5.45%
0123 Motor Fuel Tax Fund	3,555,000	4,627,281	3,240,000	3,308,832	3,597,000	357,000	11.02%
0129 Children's Advocacy Center	389,462	399,736	452,334	452,334	458,213	5,879	1.30%
0130 Social Security Fund	1,889,725	1,762,701	2,007,051	2,007,051	1,942,734	-64,317	-3.20%
0131 I.M.R.F.	1,222,323	1,146,246	1,305,481	1,305,481	1,743,308	437,827	33.54%
0133 Cooperative Extension Service	395,000	396,190	414,000	414,000	425,000	11,000	2.66%
0134 Historical Museum Fund	47,646	48,092	51,612	51,612	54,470	2,858	5.54%
0135 Tort Judgement Fund	1,840,739	2,018,645	1,885,097	1,891,802	1,989,664	104,567	5.55%
0136 Veterans Assistance Commission	144,697	154,321	148,120	148,120	149,190	1,070	0.72%
0137 Recorder Document Storage	244,935	274,193	204,499	204,499	206,122	1,623	0.79%
0140 Circuit Clerk Automation	240,347	137,201	209,500	209,500	232,341	22,841	10.90%
0141 Court Security Fund	289,787	321,442	327,183	327,183	455,000	127,817	39.07%
0142 Court Document Storage	201,736	58,134	206,088	209,231	215,311	9,223	4.48%
0143 Child Support Collection	54,500	45,468	55,000	55,000	55,295	295	0.54%
0145 Juvenile Probation Services	53,000	26,835	44,520	44,520	42,520	-2,000	-4.49%
0146 Adult Probation Services	517,757	267,879	521,927	542,925	307,024	-214,903	-41.17%
0149 Violent Crime Defense Grant	0	40,000	27,427	27,427	0	-27,427	-100.00%
0150 Sheriff Domestic Violence Grant	85,000	81,921	30,471	30,471	0	-30,471	-100.00%

	FY 2002 ADOPTED	FY 2002 ACTUAL	FY 2003 ADOPTED	FY 2003 AMENDED	FY 2004 RECOMMENDED	AMOUNT INCREASE	% CHANGE
SPECIAL REVENUE FUNDS							
0152 Asset Forfeiture Fund	80,000	80,000	30,000	30,000	1,600	-28,400	-94.67%
0156 IV-D IDPA Child Support Fund	394,604	352,696	393,263	393,263	220,295	-172,968	-43.98%
0159 Solid Waste Management Fund	170,000	24,194	170,000	170,000	170,000	0	0.00%
0161 PBC Lease	2,408,706	2,418,362	2,408,706	2,408,706	2,408,706	0	0.00%
0162 PBCHent/Operations & Maintenance	1,875,168	1,875,168	1,905,528	1,905,528	2,102,783	197,255	10.35%
0164 County Clerk Document Storage	31,066	27,621	32,527	32,527	47,567	15,040	46.24%
0166 COPS in School Grant	40,000	43,957	40,085	40,085	18,961	-21,124	-52.70%
0167 GIS Fees	80,000	109,528	80,000	80,000	80,000	0	0.00%
0452 MetCom Centralized Communications	2,007,075	1,971,826	2,126,822	2,183,499	2,252,664	125,842	5.92%
Total for Special Revenue Funds:	28,313,449	27,739,136	28,838,060	29,344,632	30,078,428	1,240,368	4.30%
TRUST AND AGENCY FUNDS							
0147 Evergreen Lake Lease Fund	17,000	18,574	18,546	18,546	18,919	373	2.01%
0350 McBarnes Building Capital Lease	47,700	45,478	54,081	71,746	-	-54,081	-100.00%
0360 Fairview Building Lease	66,398	51,299	70,154	70,154	74,075	3,921	5.59%
Total for Trust and Agency Funds:	131,098	115,351	142,781	160,446	92,994	-49,787	-34.87%
ENTERPRISE FUND							
0401 Nursing Home	5,276,119	5,203,172	5,476,822	5,476,822	5,732,018	255,196	4.66%
Total for Enterprise Fund:	5,276,119	5,203,172	5,476,822	5,476,822	5,732,018	255,196	4.66%
TOTAL OPERATING BUDGET:	58,312,459	57,523,175	59,506,252	60,375,698	62,334,815	2,828,563	4.75%

PROPOSED McLEAN COUNTY 2003 TAX LEVY ORDINANCE

WHEREAS, pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 205/156, the County Board of McLean County, Illinois, at the November 18, 2003 meeting, has considered a Tax Levy Ordinance in the amount of \$25,265,445.00 for County purposes; and

WHEREAS, the County Board of McLean County has deemed that it will be necessary to levy taxes in the amount of \$25,265,445.00 to be raised upon the real property, land, and railroads, in McLean County, Illinois for the raising of monies for the several objects and purposes specified in said Annual Budget and Appropriation Ordinance, and as specified in Attachment A to this Ordinance; now, therefore,

BE IT ORDERED that the words "full assessed valuation" shall be held and taken to mean full assessed valuation as equalized or assessed by the McLean County Board of Review and the Illinois Department of Revenue, on all taxable property in the political subdivision of the County of McLean for the current year.

BE IT, AND IT IS HEREBY PROVIDED AND ORDERED BY THE COUNTY BOARD that there is hereby levied, separate property taxes as follows:

PROPOSED 2003 TAX LEVY BY FUND

<u>Fund</u>	2003 <u>Tax Levy</u>	<u>Statutory</u>	
		<u>Maximum</u>	<u>Authority</u>
0001 County General Fund	\$ 6,806,498.00	\$ 0.2500	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-1024
0120 County Highway Fund	\$ 1,959,806.00	0.0750	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-601
0121 Bridge Matching Fund	\$ 1,322,000.00	\$ 0.0500	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-602
0122 County Matching Fund	\$ 1,017,000.00	\$ 0.0375	Chapter 605, <u>Illinois Compiled Statutes</u> (1992), 5/5-603

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0110 Persons/Developmental Disabilities Fund	\$ 568,257.00	\$ 0.1000	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 105-1
0111 Tuberculosis Care and Treatment Fund	\$ 281,159.00	\$ 0.0750	Referendum 11/6/60 and action of County Board of Supervisors 6/15/61, Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-23029
0112 Health Department Fund	\$ 2,510,430.00	\$ 0.1500	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-25003. Increased by Referendum in accordance with Chapter 55, <u>Illinois</u> <u>Compiled Statutes</u> (1992), 5/5-25025 for Mental Health
0129 Children's Advocacy Fund	\$ 108,943.00	\$ 0.0040	Chapter 55, <u>Illinois Compiled Statutes</u> (1992) 80/6. Established by Referendum in accordance with Chapter 55, <u>Illinois</u> <u>Compiled Statutes</u> (1992) 80/6, November 8, 1994.
0130 Federal Social Security Fund	\$ 1,942,734.00	none	Chapter 40, <u>Illinois Compiled Statutes</u> (1992), 5/21-110
0131 Illinois Municipal Retirement Fund	\$ 1,621,905.00	none	Chapter 40, <u>Illinois Compiled Statutes</u> (1992), 5/7-171

0134 Historical Museum Fund	\$ 54,470.00	(3)	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/6-23001
0135 Tort Judgment Fund	\$ 1,986,564.00	none	Chapter 745, <u>Illinois Compiled Statutes</u> (1992), 10/9-107
0136 Veterans Assistance	\$ 149,190.00	\$ 0.0300	Chapter 55, <u>Illinois Compiled Statutes</u> (1992), 5/5-2006
0161 Public Building Commission Leases			
Law and Justice Center Lease Bond	\$ 2,115,613.00	none	September 15, 1987, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
Government Center Lease Bond	\$ 293,093.00	none	November 20, 2001, Lease between McLean County and the Public Building Commission, Chapter 50, <u>Illinois Compiled Statutes</u> (1992), 20/18
0162 Public Building Commission Additional Rental			
Law and Justice Center Additional Rental Fund	\$ 1,817,411.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18

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Government Center Additional Rental Fund	\$ 151,056.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18
Old County Courthouse Additional Rental Fund	\$ 134,316.00	none	Chapter 50, <u>Illinois Compiled Statutes</u> (1992) 20/18
0133 Cooperative Extension Fund	\$ 425,000.00	\$ 0.0500	Chapter 505, <u>Illinois Compiled Statutes</u> (1992) 45/8. Approved by referendum.

TOTAL TO BE LEVIED: \$25,265,445.00

BE IT FURTHER ORDERED that the Levies with respect to each of the foregoing funds as separate and numbered above be and are hereby separate and apart from each other.

BE IT FURTHER ORDERED that the Levies, to be extended by the County Clerk with respect to each of the foregoing funds separated and numbered above, are not in excess of the rate authorized by Statute or referendum for the County of McLean (Chapter 35, Illinois Compiled Statutes (1992), 205/162).

That the sums levied above in the amount of \$25,265,445.00 were levied pursuant to Chapter 35, Illinois Compiled Statutes (1992), Paragraph 215/8, and that this Ordinance is a certification by the County Board Chairman that the McLean County Board is in compliance with the Truth in Taxation Act.

That the provisions of the Appropriation and this Ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

(5)

That the sums heretofore levied in the amount of \$25,265,445.00 be raised by taxation upon the property in this County and the County Clerk of McLean County is hereby ordered to compute and extend upon the proper collector's books for the said year, the sums heretofore levied or so much as will not in aggregate exceed the limit established by law on the assessed valuation as equalized by the Department of Revenue for the Year 2003.

APPROVED and ADOPTED by the County Board of McLean County, Illinois, at the meeting of November 18, 2003.

Dated this 18st day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Michael F. Sweeney, Chairman
McLean County Board

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ATTACHMENT A TO THE 2003 TAX LEVY ORDINANCE

FUND 0001 – GENERAL FUND

The amount of \$6,806,498.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Expense of the Regional Office of Education – County Board Office	\$ 206,896.00
(2) For the Auditing/Accounting Service Expense - County Administrator's Office	\$ 78,750.00
(3) For the Election Expense – County Clerk's Office	\$ 512,155.00
(4) For the Expense of the 11 th Circuit Court, McLean County	\$ 781,066.00
(5) For the Expense of the Jury Commission	\$ 95,638.00
(6) For the Full-Time Employees Salary Expense – Public Defender's Office	\$ 953,306.00
(7) For the Office Supply Expense – Public Defender's Office	\$ 3,971.00
(8) For the Full-Time Employees Salary Expense – Adult Jail, Sheriff's Department	\$2,457,211.00
(9) For the Food Expense – Adult Jail, Sheriff's Department	\$ 250,612.00
(10) For the Personal Hygiene Expense – Adult Jail, Sheriff's Department	\$ 9,000.00
(11) For the Expense of the McLean County Rescue Squad	\$ 16,235.00
(12) For the Buildings, Grounds, Equipment Maintenance – Parks and Recreation Department	\$ 13,400.00
(13) For the Contract Services Expense – Information Services Department	\$ 630,000.00
(14) For the Software Maintenance Expenses – Information Services Department	\$ 75,000.00
(15) For the Purchase of Computer Equipment – Information Services Department	\$ 194,000.00
(16) For the Lease/Purchase of Computer Equipment – Information Services Department	\$ 21,748.00
(16) For the Purchase of Computer Software – Information Services Department	\$ 126,000.00
(17) For the Election Expense – City of Bloomington Election Commission	\$ 354,405.00
(18) For the Postage Expense – Supervisor of Assessments Office	\$ 27,105.00

GENERAL FUND TOTAL: \$6,806,598.00

(2)

FUND 0110 – PERSONS WITH DEVELOPMENTAL DISABILITIES FUND

The amount of \$568,257.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services Expense	\$ 567,986.00
(2) For the Administrative Surcharge Expense	\$ <u>271.00</u>
TOTAL:	\$ <u>567,257.00</u>

FUND 0111 – TB CARE AND TREATMENT FUND

The amount of \$281,159.00 is to be levied and collected for the following purposes:

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0062 Personal Health Services:

(1) For Salaries, Differential Pay, Overtime, and Performance Incentive Pay	\$ 144,921.00
(2) For Employees Medical Insurance	\$ 11,536.00
(3) For the Purchase of Vaccines/Prescription Medicines	\$ 20,000.00
(4) For the Contractual Services Expenses	\$ 103,467.00
(5) For the Purchase of Computer Equipment	1,235.00

TB CARE AND TREATMENT FUND TOTAL: \$ 281,159.00

(3)

FUND 0112 -- HEALTH DEPARTMENT FUND

The amount of \$2,510,430.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0060 - Mental Health Services

(1) For Full-Time Employees Salaries	\$ 29,392.00
(2) For Employee Medical Insurance	\$ 1,120.00
(3) For Purchase of Materials and Supplies	\$ 299.00
(4) For Contractual Services	<u>\$ 789,078.00</u>

SUB-TOTAL: \$ 819,889.00

In Sub-department 0061 -- Environmental Health

(1) For Full-Time Employees Salaries	<u>\$ 419,015.00</u>
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SUB-TOTAL: \$ 419,015.00

In Sub-department 0062 -- Personal Health Services

(1) For Full-Time Employees Salaries	\$ 679,413.00
(2) For Part-Time Employees Salaries	\$ 126,986.00
(3) For the Overtime Account	\$ 5,000.00
(4) For the Medical Director's Fee	\$ 17,220.00

(4)

(5) For the Purchase of Medical/Nursing Supplies
(6) For the Purchase of Vaccines/Prescriptions
(7) For Copy/Microfilm Expenses
(8) For Telephone Expense

\$ 11,300.00
\$ 15,000.00
\$ 771.00
\$ 18,000.00

SUB-TOTAL: \$ 873,690.00

In Sub-department 0063 – Administrative Services

(1) For Full-Time Employees Salaries
(2) For Performance Incentive Pay
(3) For Employees Medical/Life Insurance
(4) For Purchase of Office Supplies
(5) For the Purchase of Operational Supplies
(6) For Copy/Microfilm Expense
(7) For Travel Expense

\$ 234,884.00
\$ 1,023.00
\$ 15,680.00
\$ 1,800.00
\$ 2,550.00
\$ 1,600.00
\$ 187.00

SUB-TOTAL: \$ 257,724.00

In Sub-department 0067 – Health Promotion

(1) For Full-Time Employees Salaries
(2) For Part-Time Employees Salaries
(3) For Performance Incentive Pay
(4) For Employees Medical/Life Insurance
(5) For the Expense of Materials and Supplies
(6) For the Expense of Contractual Services
(7) For the Expense of Capital Outlay Items

\$ 81,963.00
\$ 17,980.00
\$ 1,923.00
\$ 6,216.00
\$ 5,271.00
\$ 26,459.00
\$ 300.00

SUB-TOTAL: \$ 140,112.00

(5)

HEALTH DEPARTMENT FUND TOTAL: \$2,510,430.00

FUND 0120 - COUNTY HIGHWAY FUND

The amount of \$1,959,806.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance as approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries	\$ 731,436.00
(2) For Occasional/Seasonal Employees	\$ 40,000.00
(2) For Employees Medical/Life Insurance	\$ 103,600.00
(3) For Performance Incentive Pay	\$ 3,000.00
(4) For Purchase of Gasoline/Diesel Fuel/Oil	\$ 112,000.00
(5) For Purchase of Furnishings/Office Equipment	\$ 11,000.00
(6) For Purchase of Operational Supplies	\$ 51,000.00
(7) For Engineering Design Services	\$ 20,000.00
(8) For Maintenance Roads/Drainage Structures	\$ 54,000.00
(9) For Construction Roads/Bridges/Culverts	\$ 394,013.00
(10) For Purchase of Computer Equipment	\$ 13,000.00
(11) For Purchase of Machinery/Equipment	\$ 397,000.00
(12) For Purchase of Computer Software	\$ 6,000.00
(13) For Equipment Rental	\$ 15,000.00
(14) For Gas Service	\$ 6,800.00
(15) For Travel Expense	\$ 1,957.00

COUNTY HIGHWAY FUND TOTAL: \$1,959,806.00

(6)

FUND 0121 - COUNTY BRIDGE MATCHING FUND

The amount of \$1,322,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Full-Time Employees Salaries	\$ 200,243.00
(2) For Overtime Expenses	\$ 12,000.00
(3) For Performance Incentive Pay	\$ 1,000.00
(4) For Maintenance of Roads/Drainage Structures	\$ 50,000.00
(5) For Contract Services - Engineering and Design	\$ 80,000.00
(6) For Construction of Roads, Bridges, Culverts	\$ 968,757.00
(7) For Purchase of Right-of-Way	\$ 10,000.00

COUNTY BRIDGE MATCHING FUND TOTAL: \$1,322,000.00

FUND 0122 - COUNTY MATCHING FUND

The amount of \$1,017,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Engineering/Design Expenses	\$ 20,000.00
(1) For the Construction of Roads, Bridges, Culverts	\$ 988,863.00
(2) For the Administrative Surcharge	\$ 8,137.00

COUNTY MATCHING FUND TOTAL: \$1,017,000.00

(7)

FUND 0129 – CHILDREN’S ADVOCACY CENTER

The amount of \$108,943.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For the Salary of the Director, Children’s Advocacy Center	\$ 54,942.00
(2) For Part-Time Employees Salaries	\$ 14,727.00
(3) For Employee Medical Expense	\$ 25,200.00
(4) For Purchase of Materials and Supplies	\$ 9,375.00
(5) For Contract Services	\$ 3,699.00
(6) For Schooling and Conferences	\$ 1,000.00
	<u>\$ 108,943.00</u>
TOTAL:	<u>\$ 108,943.00</u>

FUND 0130 – F.I.C.A. – SOCIAL SECURITY EXPENSE

The amount of \$1,942,734.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Fringe Benefits/FICA Social Security Contribution	\$1,651,263.00
(2) For Interfund Transfers	<u>\$ 291,371.00</u>
	<u>\$1,942,734.00</u>
TOTAL:	<u>\$1,942,734.00</u>

(8)

FUND 0131 – I.M.R.F. FUND

The amount of \$1,621,905.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Fringe Benefits/ IMRF Contribution	\$1,501,832.00
(2) For Interfund Transfers	<u>\$ 241,476.00</u>
TOTAL:	<u>\$1,621,905.00</u>

FUND 0134 – HISTORICAL MUSEUM

The amount of \$54,470.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services – Historical Museum Expense	\$ 54,470.00
TOTAL:	<u>\$ 54,470.00</u>

(9)

FUND 0133 – CO-OPERATIVE EXTENSION

The amount of \$425,000.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Contract Services -- Co-Operative Extension Services	\$ 425,000.00
TOTAL:	<u>\$ 425,000.00</u>

FUND 0135 – TORT JUDGMENT FUND

The amount of \$1,986,564.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

In Sub-department 0022 -- Juvenile Detention Health Services

(1) For Salaries and Overtime Expense	\$ 44,582.00
(2) For Employees Medical/Life Insurance	\$ 2,800.00
(3) For the Purchase of Materials and Supplies	\$ 2,200.00
(4) For Contractual Services Expenses	\$ 39,229.00
(5) For the Purchase of Capital Items	<u>\$ 0.00</u>
SUB-TOTAL:	\$ 88,811.00

(10)

In Sub-department 0073 – Risk Management/Adult Correctional Health Services

(1) For Salaries, Overtime Expense, and Performance Incentive Pay	\$ 361,762.00
(2) For Employees Medical/Life Insurance	\$ 14,000.00
(3) For the Purchase of Materials and Supplies	\$ 104,440.00
(4) For Contractual Services Expense	\$ 261,906.00
(5) For the Purchase of Capital Items	<u>\$ 7,000.00</u>

SUB-TOTAL: \$ 749,108.00

In Sub-department 0077 – Risk Management/Insurance

(1) For Salaries and Overtime Expense	\$ 70,323.00
(2) For Employees Medical/Life Insurance	\$ 2,800.00
(3) For the Purchase of Materials and Supplies	\$ 10,350.00
(4) For Contractual Services Expense	\$ 858,839.00
(5) For the Purchase of Capital Items:	<u>\$ 0.00</u>

SUB-TOTAL: \$ 942,312.00

In Sub-department 0078 – Risk Management/Civil Division

(1) For Salaries and Performance Incentive Pay	\$ 182,948.00
(2) For Employees Medical/Life Insurance	\$ 8,400.00
(3) For the Purchase of Materials and Supplies	\$ 800.00
(4) For Contractual Services Expense	<u>\$ 14,185.00</u>

SUB-TOTAL: \$ 206,333.00

TOTAL: \$1,986,564.00

(11)

FUND 0136 – VETERANS ASSISTANCE COMMISSION

The amount of \$149,190.00 is to be levied and collected for the following purposes.

Pursuant to the Fiscal Year 2004 Combined Annual Appropriation and Budget Ordinance approved and adopted by the McLean County Board:

(1) For Salaries and Performance Incentive Pay	\$ 57,054.00
(2) For County IMRF Contribution	\$ 3,731.00
(3) For Employees Medical/Life Insurance	\$ 5,600.00
(4) For FICA/Social Security Contribution	\$ 4,364.00
(5) For the Purchase of Materials and Supplies	\$ 2,970.00
(6) For Contractual Services Expense	\$ 72,471.00
(7) For the Purchase of Capital Items	\$ 3,000.00
	<u>\$ 149,190.00</u>

FUND 0161 – PUBLIC BUILDING COMMISSION LEASES

The amount of \$2,115,613.00 to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Lease Agreement for the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois:

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission	\$2,115,613.00
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The amount of \$293,093.00 to be levied and collected for the following purposes.

(12)

Pursuant to the provisions of the Lease Agreement for the 115 East Washington Street building between the Public Building Commission of McLean County and the County of McLean, dated November 20, 2001.

(1) For Annual Lease Payment/Debt Service Payment to the Public Building Commission \$ 293,093.00

FUND 0162 – PUBLIC BUILDING COMMISSION ADDITIONAL RENT, OPERATIONS, MAINTENANCE

The amount of \$1,817,411.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Amendment to the Agreement for the Operations and Maintenance of the Law and Justice Center between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$1,817,411.00

The amount of \$151,056.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Government Center between the Public Building Commission of McLean County and the County of McLean, Illinois, dated November 20, 2001.

(1) For Additional Rental Payment due to the Public Building Commission \$ 151,056.00

The amount of \$134,316.00 is to be levied and collected for the following purposes.

Pursuant to the provisions of the Agreement for the Operations and Maintenance of the Old County Courthouse Building between the Public Building Commission of McLean County and the County of McLean, Illinois.

(1) For Additional Rental Payment due to the Public Building Commission \$ 134,316.00

MCLEAN COUNTY PROPERTY TAX LEVY: 2002 - 2004

COUNTY FUNDS	MAXIMUM TAX RATE	PROPERTY TAX LEVY PAYABLE IN 2002 TAX RATE	AMOUNT	PROPERTY TAX LEVY PAYABLE IN 2003 TAX RATE	AMOUNT	PROPERTY TAX LEVY PAYABLE IN 2004 TAX RATE	AMOUNT	CHANGE FROM PRIOR YEAR INCREASE/(DECREASE) TAX RATE	AMOUNT	% CHANGE
General Fund 0001	\$0.25000	\$ 0.24420	\$ 5,945,737.00	\$ 0.24905	\$ 6,426,320.00	\$ 0.24991	\$ 6,806,498.00	\$0.00086	\$ 380,178.00	5.92%
Persons/Dev. Disabilities 0110	\$0.10000	\$ 0.02201	\$ 535,860.00	\$ 0.02152	\$ 555,176.00	\$ 0.02086	\$ 588,257.00	-\$0.00065	\$ 13,081.00	2.36%
TB Care & Treatment 0111	\$0.07500	\$ 0.01005	\$ 244,810.00	\$ 0.01024	\$ 264,295.00	\$ 0.01032	\$ 281,159.00	\$0.00008	\$ 16,864.00	6.38%
Health Department 0112	\$0.15000	\$ 0.09544	\$ 2,323,791.00	\$ 0.09365	\$ 2,416,512.00	\$ 0.09217	\$ 2,510,430.00	-\$0.00148	\$ 93,918.00	3.89%
County Highway 0120	\$0.07500	\$ 0.07338	\$ 1,786,744.00	\$ 0.07358	\$ 1,898,494.00	\$ 0.07196	\$ 1,959,806.00	-\$0.00162	\$ 61,312.00	3.23%
Bridge Matching 0121	\$0.05000	\$ 0.04892	\$ 1,191,163.00	\$ 0.04981	\$ 1,285,378.00	\$ 0.04854	\$ 1,322,000.00	-\$0.00127	\$ 36,622.00	2.85%
County Matching 0122	\$0.03750	\$ 0.03669	\$ 893,372.00	\$ 0.03736	\$ 964,033.00	\$ 0.03734	\$ 1,017,000.00	-\$0.00002	\$ 52,967.00	5.49%
Children's Advocacy 0129	\$0.00400	\$ 0.00391	\$ 95,293.00	\$ 0.00398	\$ 102,587.00	\$ 0.00400	\$ 108,943.00	\$0.00002	\$ 6,358.00	6.20%
FICA 0130	NONE	\$ 0.07761	\$ 1,883,725.00	\$ 0.07778	\$ 2,007,051.00	\$ 0.07133	\$ 1,942,734.00	-\$0.00645	\$ (64,317.00)	-3.20%
IMRF 0131	NONE	\$ 0.04932	\$ 1,200,920.00	\$ 0.04976	\$ 1,284,078.00	\$ 0.05955	\$ 1,621,905.00	\$0.00979	\$ 337,827.00	26.31%
Historical Museum 0134	\$0.00200	\$ 0.00196	\$ 47,646.00	\$ 0.00200	\$ 51,612.00	\$ 0.00200	\$ 54,470.00	\$0.00000	\$ 2,858.00	5.54%
Tort Judgment 0135	NONE	\$ 0.07554	\$ 1,839,239.00	\$ 0.07294	\$ 1,881,997.00	\$ 0.07294	\$ 1,986,564.00	\$0.00000	\$ 104,567.00	5.56%
Veterans Assistance 0136	\$0.03000	\$ 0.00594	\$ 144,697.00	\$ 0.00574	\$ 148,120.00	\$ 0.00548	\$ 149,190.00	-\$0.00026	\$ 1,070.00	0.72%
L & J Debt Service 0161	NONE	\$ 0.08689	\$ 2,115,613.00	\$ 0.08199	\$ 2,115,613.00	\$ 0.07768	\$ 2,115,613.00	-\$0.00431	\$ -	0.00%
L & J Add'l Rental 0162	NONE	\$ 0.06980	\$ 1,699,434.00	\$ 0.06681	\$ 1,723,833.00	\$ 0.06673	\$ 1,817,411.00	-\$0.00008	\$ 93,578.00	5.43%
115 Gov't Center Debt Service	NONE	\$ 0.01204	\$ 293,093.00	\$ 0.01136	\$ 293,093.00	\$ 0.01076	\$ 293,093.00	-\$0.00060	\$ -	0.00%
115 Gov't Center Add'l Rental	NONE	\$ 0.00722	\$ 175,734.00	\$ 0.00225	\$ 58,115.00	\$ 0.00555	\$ 151,056.00	\$0.00329	\$ 92,941.00	159.93%
Cooperative Extension Service	\$0.05000	\$ 0.01622	\$ 395,000.00	\$ 0.01604	\$ 414,000.00	\$ 0.01560	\$ 425,000.00	-\$0.00044	\$ 11,000.00	2.66%
ETSB 911 Debt Service	NONE	\$ 0.01421	\$ 346,023.00	\$ 0.01265	\$ 326,494.00	\$ 0.01128	\$ 307,125.00	-\$0.00138	\$ (19,369.00)	-5.93%
ETSB 911 Surcharge Abatement	NONE	\$ (0.01421)	\$ (346,023.00)	\$ (0.01265)	\$ (326,494.00)	\$ (0.01128)	\$ (307,125.00)	\$0.00138	\$ 19,369.00	-5.93%
Old Courthouse Add'l Rental	NONE			\$ 0.00479	\$ 123,580.00	\$ 0.00493	\$ 134,316.00	\$0.00014	\$ 10,736.00	8.69%
TOTAL:		\$0.93715	\$ 22,817,871.00	\$0.93065	\$ 24,013,887.00	\$ 0.92766	\$ 25,265,445.00	-\$0.00238	\$ 1,251,558.00	5.21%
Equalized Assessed Valuation:			\$2,627,874,419.00		\$ 2,770,325,723.00		\$ 2,935,000,000.00		\$ 164,674,277.00	5.94%
Adjusted EAV for Computing Tax Rates:			\$2,434,817,883.00		\$ 2,580,344,617.00		\$ 2,723,562,600.00		\$ 143,217,983.00	5.55%

NOTICE OF PROPOSED PROPERTY TAX INCREASE
FOR McLEAN COUNTY, ILLINOIS

I. A public hearing to approve a proposed property tax levy increase for McLean County, Illinois, for the fiscal year 2004 (January 1, 2004 – December 31, 2004) will be held on Tuesday, November 18, 2003, at 9:15 A.M. in Room 700, McLean County Law and Justice Center, 104 West Front Street, Bloomington, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Mr. John M. Zeunik, McLean County Administrator, McLean County Law and Justice Center, Room 701, 104 West Front Street, Bloomington, Illinois 61702-2400, telephone (309) 888-5110.

II. The Corporate and Special Purpose property taxes extended or abated for the fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$19,699,124.90.

The proposed Corporate and Special Purpose property taxes to be levied for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$20,753,956.00. This represents a 5.35% increase over the previous year.

III. The property taxes extended for debt service and Public Building Commission leases for fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$4,314,594.24.

The estimated property taxes to be levied for debt service and Public Building Commission leases for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$4,511,489.00. This represents a 4.56% increase over the previous year.

IV. The total property taxes extended or abated for fiscal year 2003 (January 1, 2003 – December 31, 2003) were \$24,013,719.14.

The estimated total property taxes to be levied for fiscal year 2004 (January 1, 2004 – December 31, 2004) are \$25,265,445.00. This represents a 5.21% increase over the previous year.

John M. Zeunik
County Administrator
McLean County, Illinois

AMENDMENT TO THE FUNDED FULL-TIME EQUIVALENT POSITIONS RESOLUTION

WHEREAS, the McLean County Board adopted a Funded Full-Time Equivalent Positions Resolution on November 27, 1984 which became effective on January 1, 1985, and which has been subsequently amended; and,

WHEREAS, the full-time equivalent positions and their estimated personnel expenditures are detailed in this Resolution; and,

WHEREAS, the Full-Time Equivalent Positions Resolution includes an across-the-board increase of 2.5% for all County employees, other than Elected Officials and those employees covered by collective bargaining agreements; and,

WHEREAS, the Executive Committee has recommended to the County Board that said resolution be further amended in order to reflect all full-time equivalent (FTE) positions funded in the Fiscal Year 2004 McLean County Combined Annual Appropriation and Budget Ordinance; now, therefore,

BE IT RESOLVED that the following Funded Full-Time Equivalent Positions Resolution be and hereby is adopted:

11.51 FULL-TIME EQUIVALENT POSITIONS AUTHORIZED. The full-time equivalent positions as listed in the approved and adopted budget for each County department and office are approved in the Fiscal Year 2004 McLean County Combined Annual Appropriation and Budget Ordinance and are authorized to be filled.

11.52 ADDITIONS OF POSITIONS. In the event that there is a need for any position or positions in addition to those authorized herein, it shall be the responsibility of the Department Head to submit a request for funding to the proper committee; except that the Health Department and the Tuberculosis Clinic shall submit such funding requests to the Board of Health or Tuberculosis Care and Treatment Board, as the case may be. The authorization of any additional position(s) shall be accomplished only by amendment to this Resolution by the County Board.

11.53 REPEAL. The Funded Full-Time Equivalent Positions Resolution as adopted by the County Board on December 12, 1985 (Chapter 11, Sections 11.51 through 11.56 inclusive), and as subsequently amended is hereby repealed as of January 1, 2004.

11.54 EFFECTIVE DATE. This Resolution shall take effect and be in full force on and after January 1, 2004.

ADOPTED by the County Board of McLean County, Illinois, this 18th day of November, 2003.

ATTEST:

APPROVED:

Peggy Ann Milton, Clerk of the County
Board of the County of McLean, Illinois

Michael F. Sweeney, Chairman
McLean County Board